A Compend or Abreviat

Of the most important ordinary Securities of, and concerning

RIGHTS

Personal and Real, Redeemable and Irredeemable;

Of common use in

SCOTLAND.

Containing above an hundred different Securities.

Collected from the Stiles of several Writers to the Signet, and others deceased.

With the Symbols and Solemnities required by Law and Custom, for perfecting and making valid these Rights and Writs.

Gen. 23. 20. *And the Field, and the Cave that is therein, were made sure unto Abraham for a possession*, &c.

Edinburgh, Printed by the Heirs and Successors of *Andrew Anderson*, Printer to the King's most Excellent Majesty, 1700.

12/15/01

P75
Sa33
700

The Preface.

IN the first Ages of the World, there appears to have been greater simplicity and ingenuity betwixt Nations, and amongst particular Families and persons, in their Commerce, and transmission of Rights to Lands, and other Goods from one to another, than now in these days; In that they used fewer Solemnities, and shorter Writs thereanent; which if they contained the necessary words and expressions in a plain style known to all, it was esteemed and accepted of as sufficient, for perfecting Contracts and Bargains of greatest moment.

However I am opinion (although I pretend not to any degree of knowledge in antiquity and History) that there was in use very early in the World, when men began to increase and spread through the earth, some certain outward acts, and sensible deeds, more than bare verbal words in Bargains and Contracts of greater consequence, specially in transmitting the Right to Lands, and putting in possession thereof.

And conform whereunto I humbly think that place in *Gen. cap.* 23. *ver.* 16, 17. and 20. where it's recorded, that the Field of *Ephron.* with the Cave and Trees in the Field, th[illegible]

were in all the borders round about, *were made ſure*, which is repeated again in the foreſaid 20 *verſe*, *viz.* (*were made ſure*,) doth intimat and import ſome ſolemnity, and act uſed for conveying the right thereto from the *ſons of Heth to Abraham*, more than bare verbal words and agreement: For as the purchaſſer *Abraham* weighed the Silver agreed upon, *viz.* 400 Shekels *current money with the* Merchant; ſo its preſumed the right to the Field and Cave was tranſmitted, and he put in poſſeſſion by ſome certain outward act and ſolemnity, for confirming the ſame againſt all perſons, and controverſies that might ariſe thereafter, which the words *made ſure*, may bear and infer.

But as Nations multiplied, and the earth repleniſhed with people, and diſtinct intereſt and property more regarded, then the matter of tranſmiſſion of Rights from one people or perſon to another, eſpecially Lands and Fields, came to be clogged with ſome more ſolemnities and formalities, and that both in and by Writ and other outward deeds, underſtood by the ſenſes of ſeeing, hearing, touching, *&c.* for the yet *more ſure* confirming the right to the thing tranſmitted.

Anent which that paſſage (for I never read the *Roman* Laws and Civilians upon the Head in *Ruth*, *cap.* 4. 7. *&c.* and that other in *Jer. cap.* 32. *v.* 8, 9. *&c.* doth clear: Where, in firſt place, the paſſing over of an Inheritanc

o

of Land from one to another (together with the Wife of the deceast Proprietar) was to be confirmed by the next Kinsman his taking off his shoe and giving to the purchasser, as a symbol of transmission, and ceding the Redemption to him, and this done in a solemn manner, *viz.* before Judges and Witnesses specially called and conveened thereanent.

And in the second place of Sacred Scripture, expres mention is made of Subscribing the Evident or Writ, and Sealing it, and taking Witnesses, and weighing the Money in the Ballance, and one Evident Sealed, and another open; and all this [*according to Law and custome*] importing (I conjecture) there were two doubles, whether the one in a publick Record, and the other given to the Purchasser, or the one to the buyer, and the other to the seller; or some other solemnity, I shall not determine.

So that from what hath been said, we may observe, that such is the unfaithfulness, disingenuity, and want of truth amongst men, that they neither will nor may rest upon, and trust in one anothers bare word, or verbal promise, in their mutual Contracts, Transactions, and Obligations with and to one another, unless there be adhibite some other outward act, and sensible sign, whereby their ingagements may be the more clear, plain, and binding, and the meaning of Parties understood: And amongst these solemnities requisite in Law, for consum-

mating

mating and perfecting of thoſe Contracts, Rights, and Obligations, the moſt uſual, neceſſar, ſuitable and ordinary, is that of *Writ*, *Chirographus*, Hand-writing.

And hence it is, that as Nations and Kingdoms grew more populous and polite, and their Commerce and Trading with others, and amongſt themſelves did increaſe, and intereſt and property the more ſtraitned and bounded, by reaſon of the multiplying of people, yea alſo by the progreſſe of Learning, and erecting of Univerſities and Schools, whereby, as the truth came the more to be cleared, and error diſcouered; ſo indeed, ſubtilty, deceit, and fraudful contrivances did increaſe more and more, and yet under the colour of right and Law; therefore there was found a neceſſity by wiſe men and Law givers to provide by all means poſſible, that every ones reſpective Right and Property might be ſo ſettled, cleared and confirmed, by, and in theſe Writings and Evidents, that all theſe frauds and deceits might be prevented, and guarded againſt.

And it is beyond all diſpute, that in this Kingdom, ſince the inſtitution of the Colledge of Juſtice, and within theſe hundred years bygone, there are many more Writs and Securities uſed for the conveyance and conſummating Rights and Obligations, than formerly; And alſo theſe Writs containing many more par-

particular clauſes and proviſions as debates did thereupon ariſe, and which is ſtill increaſed by the multitude of thoſe that attend Courts, and apply themſelves as Writers for their ſubſiſtence; many of whoſe covetouſneſs of gain, deceit in contrivance, and ignorance in drawing of Writs, both begets Law-ſuits and Plea's, and occaſions the lengthning of Writs with ſo many Clauſes, unknown in former times, if not ſuperfluous, which can only be corrected and ſtopped, were there more ſimplicity and integrity amongſt thoſe profeſſing to be Writers, and betwixt Parties in their Commerce and Affairs, and Lawyers more ingenious in their Diſputes upon Clauſes and their import, and finally Judges more impartial and uniform in determining thereon.

It is obſerved, that before the Reformation in this Kingdom, as Church-men did, almoſt, wholly reſtrict Learning and the Liberal Arts to themſelves; ſo likewiſe they took upon them as to be Judges in Civil Matters, ſo to be publick Nottars, and drawers of Securities and Inſtruments of, and concerning Lands, Heretages, and other Goods and Affairs, which Nottars were admitted, and had their dependence on Biſhops and the Pope; and therefore to this day Nottars deſign themſelves of ſuch a Biſhoprick or Precinct.

But ſince the Reformation, when Learning and

and the Liberal Arts came to be more publick and free to all, Secular as well as others, Church-men were moſt juſtly tyed up to matters Spiritual and Eccleſiaſtical; and affairs of a Civil and Worldly concern, and particularly the drawing and forming of Securities and Inſtruments, left to the Laity, or Secular men, bred up at Schools, and with theſe profeſſing the Law, ſuch as Judges, Advocats, Writers to the Signet, Nottars, *&c.*

And it is too often ſeen, that from the moſt plain and cleareſt Writs and Securities, Cavillers and Litigious Perſons may get ſome Sentence, Word, or other thing in Matter or Form therein, whereby to draw it in queſtiou, in order to evite the obligation thereof, which how juſtly, the juſt, tho not clear ſighted Judge, will even ſometimes demur, and not immediatly eſpy.

Conform whereunto I have read of one *Corax* a Rhetorician, who being deſired to teach one *Tyſias* his Art and Skill, did Covenant and agree to do the ſame, on this condition, and in theſe terms, *viz.* That *Tyſias* ſhould pay to *Corax* half the Money agree upon before hand, and the other half, when the ſaid *Tyſias* firſt overcame and defeat his adverſarſy in the pleading of a Cauſe; which Contract ſeemed plain enough: But ſo it was, that altho *Tyſias* proved a good proficient in the ſtudy of eloquence,

yet

yet would not take upon him to plead Cauſes. *Corax* thinking he deferred his Pleading only, becauſe he intended to deprive him of his due expreſsly agreed upon, as aforeſaid, he purſues *Tyſias* for payment, and brought this Argument before the Judge, *viz.* Know this *Tyſias*, that however the caſe be decided, thou muſt pay me the Money; for if thou prevail, then my Money is due, conform to the expreſs Bargain between us; if I overcome, then it is due by Law. To which it was anſwered by *Tyſias* Defender, That in neither caſes he could be lyable; for, if you *Corax* overcome in Judgment, then by Compact betwixt us, you cannot require any Money; for our Bargain was, that you ſhould have it when I overcame: But if I caſt you and be aſſoilzied, you cannot lawfully ask it of me, being quitted by the Judges ſentence. The Judge hearing this Debate and witty Reply, giving no definitive ſentence in the caſe, but cenſured the perſons, by alluding to the name *Corax* from the Greek ſignification thereof, *i. e. Mali Corvi malum eſt ovum*, that is, an evil Crow has an evil Egg, like Father like Son, a crafty Maſter will make a knaviſh Schollar.

And therefore, and by reaſon of mens diffidence of one another in their mutual tranſactions and commerce, there is an abſolute neceſſity both in having Writ, and ſome Obligatio

gation under a Mans Hand for binding him, and alſo theſe containing many Clauſes conceived without a dubious meaning, and comprehending every thing that can be any way imagined to relate to the nature of the Security in hand.

And that it is ſo, and for which cauſe, both the following Collection of Securities proves, and I have gathered together the ſame: Concerning which, I neither being the Contriver, but Copier, nor a fit Judge to determine therein, ſhall only ſay, that the deſign of this Collection, is not to inform the Judges on the Bench, whoſe Office it is to determine the ambiguous Clauſes in Rights, according to the Annalogy of Law, equity, meaning of Parties, and as moſtly evites, abſurdities, and dangerous preparatives; Nor the Advocats and Procurators at the Barr, whoſe part it is to diſpute the true ſenſe and import thereof, by cloſs and ſolid Argument, with Ingenuity, Perſpicuity, and Candor: Nor the Clerks at the Table, whoſe duty it is, to Read theſe dubious Clauſes, fully, faithfully, diſtinctly, and fairly: Nor yet to inform, and far leſs to prejudge the Plyers of the Letteran, and Nottars, whoſe imployment it is to Write the whole of Securities, according to Right and uniform Style, uſed and wont, fit Words, received Terms, due Placeing, Grammatical Rule and plainneſs; But chiefly

chiefly to ſatisfie and ſerve the leſs knowing Countrey-gentlemen, Fewars, Subſtantious Tennents, City-Merchants and Traders, (who will not go to the pryce of the large Syſtem of Styles lately publiſhed, with great diligence, care and commendation of the Author,) that they may know the ſtate, nature, form and method of their Rights, in their Engliſh Tongue, (in which the following Writs are drawn,) who it may be otherwiſe do not well underſtand them, and that it is their intereſt to apply themſelves to a knowing Writer to the Signet, for drawing their more important Securities: Seing ſuch Writs, and ſo many Clauſes is neceſſary, as is in this Collection made appear; and who in ſome emergents, when the ſtraitneſs of time will not admit and wait for a Writer, or skilful Nottars Draught of a Security, which may be found at hand herein: And alſo in ordinary matters they may be helped to put their thoughts and oblidgments to one another in ſome right form of words and method; and finally, to ſhow my good-will and ſervice, in contributing (according to ability) to the obligator legal ornament of my Countrey-men of the lower capacities, as the foreſaid large Volume do theſe of a higher Rank, ſpecially conſidering attemps of this nature has not bur of late appeared in Print in this, while many Volums hath been publiſhed

in

in our Neighbour Kingdom, towhom we are not inferior, if not above them, as in other parts, of Law and Form, ſo, in Styles of Securities, and that both for ſignificancy of Words, Terms, Form, Plainneſs, Fulneſs and Security of each reſpective Contracter, which will appear by comparing of what is now in uſe, and extant in both Nations.

An Advertiſement anent the following Securities.

WHereas there is ſeveral Blanks and *&cetera's* in the following Securities, for underſtanding of which, obſerve,

Firſt, That theſe Blanks and *&c.* are 1. either in the narrative and beginning of the Writ, ſuch as the deduction and rehearſing of the Rights and cauſes of granting of the Writ; Or elſe 2*ly*. In the Diſpoſitive, Aſsigning, and Binding part of the Writ, ſuch as the common repeated words and ſtyle of conveying, terms how, and perſons to whom, and who are bound: Or elſe 3*ly*. Procuratories for Reſignation, Precepts of Seaſin, or other Stillatory Clauſes and parts of Securities; the forms and examples of all which you will find in Writs going before, or in theſe Writs following after theſe Blanks, more than once or twice ſet down at length, and the firſt words and material parts in all Writs, as they occur; aud ſo needleſs to be repeated in every Security at large, which would have exceedingly lengthned the Book, contrary the deſigned brevity, for eaſe of Buyer and Reader, and Portableneſs; and by once or twice reading, the whole Book, one of an ordinary capacity will eaſily underſtand to fill up.

Secondly, Theſe Blanks are for perſons Names, Sums of Money, deſignation of the Lands, or Goods

Goods *Diſponed* and Aſsigned, Dates, and ſuch like, which are to be filled up according to the nature of the Right, and as the perſons Contracters ſhall agree.

Thirdly, There are alſo (it's like) ſome Literal Faults, as wanting Letters in Words, or miſplacing, and others, as wrong Pointing; the former is eaſily helped and underſtood, the laſt is ſeldom uſed in drawing of Securities. Only take notice, that the 143, 142, and 144 Pages are miſplaced in one anothers rooms, rooms, which you will eaſily ſee to help by the word at the end of each of theſe Pages, directing to the right Page.

As alſo, you would advert; that among the *formula's* of Nottars, the Atteſts *Pag.* 282. was taken from, as ſubjoyned to two old Writs there named, and is not ordinary nor uſual now, to be added to Extracts from the Regiſters and Publick Records.

STILES

Of the most Important and Ordinary Securities Of and Concerning *Rights Personal & Real, Redeemable & Irredeemable: Of common use in* SCOTLAND.

TITLE I.

Rights Personal and Mixt.

1. *A Bond of Borrowed Money containing a Pledge.*

I *A.* by the Tenor hereof, grants me to have Borrowed and Received from *B.* the Sum of an hundred and twenty Pounds *Scots* Money, whereof I grant the Receipt, Renouncing the Exception of not numerat Money and all other Exceptions that may or can be proponed in the contrair for ever; *Which Sum* of 120. *lib.* Money foresaid, I Bind and Oblidge me my Heirs, Executors and Successors whatsomever, thankfully to Content and Pay to the said *B.* his Heirs, Executors or Assigneys,

and that betwixt the Date hereof and the Term of *Martinmass* next to come, but longer delay. *Likeas* for the said *B.* and his foresaids better Security, and more sure Payment of the said Sum, I have instantly delivered to the said *B.* *in Pledge* thereof, certain old Cunied Gold of diverse Pieces and Species, the hail containing in Weight two Unces and a half. *Swa*, That in case of not thankfull payment of the said Sum of 120 *l.b.* Money foresaid to the said *B.* and his foresaids precisely at the said Term of *Martinmass* next appointed for payment thereof; It shall be Leisum and Lawfull to them, immediatly after the said Term above-specified, to Change, away-put, Use and Dispose upon the foresaid old Pieces of Gold delivered by me to the said *B.* and Weighing as said is, as their own proper Gold at their Pleasure in time thereafter without any manner of Action, Question and Pursuit to be intented, moved or pursued by me or my foresaids, against the said *B.* or his foresaids, for Re-delivering to us of the said Gold or any part thereof, Renuncing by thir presents all Action, Instance or Pursuit competent, or that may be competent to me or my foresaids against the said *B.* or his foresaids thereanent in time coming for ever. In Witness whereof I have Written and Subscribed thir presents with my hand at *Edinburgh* the fourth day of *July* the year of God one thousand six hundred and fourscore nineteen, before these (two Witnesses 1. and 2.

2. A

2. *An Common Bond with Cautioners and Substitutions.*

BE *it Kend to all men* by thir presents Letters, and Obligation under-written, Me *Alexander Borrower* Merchant Burgess of *Edinburgh*, by the Tenor hereof, grants me to have Borrowed and Received from *Bartholemew Lender* of Money-house, *all and haill* the Sum of a thousand Merks *Scots* Money whereof I grant the Receipt, and hold me well content, satisfied and payed, and for me my Heirs, Executors and all others my Assineys Exoners and Discharges the said *Bartholemew Lender* his Heirs, Executors and all others whom it effeirs of the said Sum, hereby Renuncing the Exception of not numerat Money, and all other Exceptions or Objections that may or can be proponed in the contrair for now and ever; *Which Sum* of 1000 Merks Money foresaid, with the Annualrent thereof from the Term of *Whitsunday* last, at which the same was Borrowed, notwithstanding of the Date hereof, to the respective Terms of Payment under-written I the said *Alexander Borrower* as Principal, and with me *David Surety* and *Edward Responsal* as Cautioners, Soverties and full Debitors with and for me, binds and obliges us, our Heirs, Executors, Successors to us in our Lands and Heretages and Intromet-

tors with our Goods and Gear whatsomever, Thankfully to Content, Pay and Deliver again to the said *Bartholemew Lender*, his Heirs, Executors or Assigneys. Or, To the said *Bartholemew* his Heirs and Assigneys (secluding Executors) Or, To the said *Bartholemew* himself he being in Life, and failzing him by Decease to *Francis* substitute his Heirs, *&c.* or to the said *Barth.* and his Heirs Male *&c.* Or to the said *Barth.* his Liferent use allennerly, and to *George Child* his Heirs, *&c.* in Fee; and that betwixt the date hereof and the Terms of payment respective after-mentioned, *To wit*, the Sum of 500 Merks Money foresaid as the half of the said principal Sum, and in part payment thereof, betwixt and *Martinmass* next to come, with 60 Merks of Liquidat Expense by and attour the same, in case of failzie. And the like Sum of 500 Merks Money foresaid, as the other just half of the said Principal Sum, and in compleat payment thereof, betwixt and *Candlesmas* next thereafter, in the year of God one thousand and seven hundred, with the like Sum of 60 Merks Money foresaid of Liquidat Expenses in case of failzie, and not precise payment of the samine principal Sum, Together also with the due and ordinary Annual rent thereof, conform to the Act of Parliament after the respective Terms of payment above mentioned, yearly, termly and proportionally during the not payment of the said Princ-

pal Sum, or any part thereof. *And in case* the first half of the said Principal Sum and Annualrent thereof be not payed at the foresaid Term appointed for that effect above-specified, *Then* and in that case, it shall be leisum and lawfull to the said *Bartholemew Lender*, to suit Execution hereon for the hail Sum, Principal, Annualrent and liquidat Expenses falling due at the said Term of *Mertinmass*, notwithstanding the foresaid last Terms payment be not come: *Whereanent* and anent all that may follow thereupon, we the saids, *&c.* Principal and Cautioner dispenses for ever. *And notwithstanding* these presents be conceived in favors of the said *Barth. Lender*, and failzing of him by Decease, to the said *Francis* substitute in manner above-specified: *Nevertheless* we faithfully binds and oblidges us and our foresaids, conjunctly and severally, to make payment of the saids Sums, Principal, Annualrents and Expenses due for the time to any person or persons to whom it shall happen the said *Bartholemew* (at any time in his Life, *etiam in articulo mortis*) to assign and dispone the said Sums in hail or in part, But prejudice to the said *Barth.* to suit and use all manner of Execution Personal or Real, the one but prejudice of the other hereupon for the said Sums Principal, *&c.* at or after the said respective Terms above-specified, notwithstanding also of the Clause for Annualrent, and that but a-

ny Premonition or Requisition, except the Charge under-written. *Likeas* I the said *Alexander Borroner*, binds and obliges me and my foresaids, To Warrant, Free, Relieve and Skaithless keep the said *David Surry* and *Edward Responsal* my Cautioners above-named, and their foresaids of their Cautionrie above-mentioned, and of all Coast, Skaith, Damnage, Interest and Expenses they shall happen to sustain or incur therethrow in any sort. *Sicklike*, we the saids *D.* and *E.* Cautioners above-named, binds and oblidges us and our foresaids, to free relieve & skaithless keep each others and our foresaids, of the equal half of the Sums of Money, Principal, Annualrent & liquidat Expenses above written, wherein we stand bound as Cautioners, and of all cost skaith, damnage, interest and Expenses any of us shall sustain and incur in default of other *pro tanto*: And for the more Security, we the said Principal and Cautioners are Content that thir presents be Insert and Registrat in the Books of Council and Session, or in the Sheriffs Books, Commissars, Baillies of Burgh Royal and Regality, to bear the strength of any of their Decreets interponed thereto, the Letters of Horning and Poynding, and other Executorials needful, on a simple Charge of six days only, may pass hereupon as Effeirs. And for that effect constituts

Our Procurators, in witness
wher

whereof (written by *S.* Servitor to *P.* Writer to His Majeſties Signet, we have ſubſcribed thir preſents with our hands at *Edinburgh* the ninth day of *July* one thouſand ſix hundred and ninety nine years, before theſe Witneſſes T. and the ſaid S.

3. *An* Bond *of Relief.*

BE *it kend*, &c. Me *A.* of *&c. Foraſmuch as I* as Principal and *D* as Cautioner for me, by our Bond ſubſcribed with our hand, of the Date *&c.* for the Cauſes therein ſpecified, band and oblidged us, our Heirs, *&c.* conjunctly and ſeverally to have payed to B. his Heirs, *&c. all and haill* the ſum of *&c.* with the Sum of *&c.* for ilk Terms failzie, together alſo with the ordinary Annualrent of the ſaid Principal Sum, from the reſpective Terms therein mentioned, as the ſaid Bond containing ſeveral other Clauſes and Proviſions of the date foreſaid more fully bears; *And ſeing* Reaſon and Equity requires my outmoſt care to ſee my ſaids Cautioners ſecured from, and relieved of all danger and inconveniencies he or his foreſaids may ſuſtain through his being Cautioner for me as above-written: *Therefore* and in Corroboration of the ſaid Clauſe of Relief, contained in the ſaid Bond, *writ ye me* the ſaid *A.* as Principal, and with me *C.* as Cautioner, to be bound and oblidged, *Likeas* we

bind and oblidge us conjunctly and ſeverally our Heirs *&c* To Warrand, Free, Relieve and Skaitleſs keep the ſaid *D.* and his foreſaids of all Danger, Inconveniencies, Charges and Expenſes they ſhall incur through being Cautioner for me the ſaid A. in manner and for the Cauſes foreſaid in any ſort, and to Warrand, Acquit and Defend them therefrae at all hands; And for that effect to obtain and report to the ſaid *D.* and his foreſaids, the above-mentioned Bond unregiſtrat, or elſe a full and ſufficient Diſcharge duely Subſcribed of the Sums Principal, Annualrents and Expenſes therein contained, and of the ſamine Bond it ſelf haill Heads, Clauſes, and Contents thereof, with all Clauſes requiſit and needfull, and that betwixt and the Term of *&c.* next, with the Sum of *&c.* Money foreſaid of liquidat Expenſes, by and attour performance of the Obligation of Relief, Report, or Diſcharge above ſpecified, and together therwith: *And farder*, In caſe the ſaid *D.* be diſtreſſed and purſued for payment of the ſaid Sums above mentioned, wherein he ſtands Cautioner as ſaid is, I bind *&c*, upon my own proper Charges, to compear and defend the ſaid *D.* and his foreſaids againſt the Purſuit, and in caſe of Eviction and Decreet againſt my ſaids Cautioner or his foreſaids for payment of the ſaid Sums, Principal, *&c.* To pay whatever Sums, Coſt and Expenſes my ſaid Cautioner above-named in the ſaid Bond,

ſhall

ſhall ſuſtain, and that according to their Oath and Declaration of verity to be given thereanent, (*Clauſe Relief to the Cautioner in this Bond*) *Regiſtration*, &c.

4. A *Bond of Corroboration.*

BE *it Kend* &c. Me A. (*deduce the* Bond) as the ſaid Bond of the date foreſaid bears. *Upon which* Bond the ſaid B. having raiſed Summons and Action againſt me, before the Lords of Council and Seſſion, touching the decerning of me as Heir at leaſt lawfully charged to enter Heir to the ſaid deceaſt *F.* my Father principal Debitor in the foreſaid Bonds within fourty days conform to the Act of Parliament, at leaſt as repreſenting my Father, upon one or other of the paſſive Titles Lybelled, did upon the &c. day of &c. obtain Decreet againſt me thereon, *Decerning* me to make payment of the Sums of Money Principal, Annualrents and Expenſes above-ſpecified, and Annualrent of all terms bygone and in time coming during the not payment of the ſaid principal Sum, the Terms of payment thereof being firſt come, after the Tenor of the ſaid Bond in all points; *Whereupon* the ſaid B obtained Letters of Horning and poynding againſt me, and be vertue thereof cauſed charge me to the effect above written conform to the ſaid Decreet, as the ſamen of the date foreſaid,

foreſaid, with the ſaids Letters and Executions thereof Bears. *And true it is*, That the ſaid Principal Sum and Annualrents thereof ſince &c. are yet reſting, and that being accumulat together with the Sum of &c, as the part of a greater Sum, preſently modified by conſent & accepted in full payment of the neceſſary Expenſes deburſed by the ſaid B. in ſuiting Execution againſt my ſaid Umquhil Father and his Cautioner, and me upon the ſaid Bond and Decreet above-written, And with the Sum of &c. preſently borrowed and received by me from the ſaid B. whereof I grant the Receipt &c. doth in all extend at the Term of &c (be the day and date of thir preſents) to the Sum of—— *And ſeing* alſo the ſaid B. has upon my earneſt deſire, and for granting hereof, ſuperceeded all Execution againſt me for the ſaid Sums, and continued the payment thereof to the Term of &c next. *Therefore Wit ye me* the ſaid A. to to have Added, Eiked and Accumulate the ſaid Principal Sum, Annualrents and Expenſes, and Sum preſently borrowed into the hail entire Sum of —— whereto the ſame extends as ſaid is: *Likeas in Corroboration* and Suplement of the foreſaid Bond, Decreet and Diligence above-written, and but any Derogation thereto in any ſort; But in farder Fortification thereof *accumulando jura juribus*, I the ſaid A. as Principal and with me C. as Cautioner binds &c. to make payment

to

to the said B. &c. of the foresaid accumulat Sum (*as in a common Bond*) *And it is hereby expressly Declared*, that these presents, nor the acceptance thereof, shall not be to the hurt, nor hinder the said B. and his foresaids to sute all Execution personal, or real the one but prejudice of the other, and that either upon the former Bond, Decreet, Letters of Horning *&c.* or upon both against Principal and Cautioner above-named respective, but prejudice of either untill compleat payment of the saids Sums of Money Principal *&c.* And for the more Security (*Registration*) *Clause of Relief* &c.

5. *An Assignation to a* Bond.

BE *it kend &c.* Me A. *Forsameikle as* B. by his Bond subscribed with his hand (*here deduce the Bond*) *And now seing* C. has before, and at the making hereof, Advanced, Payed and Delivered to me an certain Sum of Money equivalent to the Sums above-mentioned and after assigned, whereof I grant the Receipt *&c. Therefore wit ye me* to have made, Constitut and ordained. *Likeas* I by thir presents, for me my Heirs, Executors, & all others my Donatars, makes, constitutes, & ordains the said C. his Heirs, Executors or assigneys my very lawful undoubted & irrevocable Cessioners and Assigneys, in & to the said Principal Sum of *&c.* and Sum of &c. of liquidat Expenses above-expresst, and Annualrents of the said Principal Sum, since and from the Term of —— and year-

ly and Termly in time coming, during the not payment thereof, and in and to the ſaid Bond it ſelf, haill Heads, Articles, Clauſes and Contents thereof, with all that has followed or may follow thereupon, *Turning* and *Transferring* the ſamen from me and my foreſaids to and in favours of the ſaid *C.* and his foreſaids, *Whom* I hereby Surrogat and Subſtitut in my full Right, Vice, Title and Place of the Premiſſes for ever, *With full Power* to him and his foreſaids, To Ask, Crave, Intromet with and Receive, Uſe and Diſpoſe upon the ſaid Sums Principal &c. And if need beis to Call, Charge Follow furth and Purſue therefore, Decreets an or moe thereupon, to recover, and the ſamin to Execution cauſe be put, *Compone*, Tranſact and agree thereanent, Acquittances and Diſcharges upon Receipt of the ſaid Sums in haill or in part, to give, grant, ſubſcribe and deliver, which ſhall be as ſufficient to the Receivers, as if I had granted, ſubſcribed and delivered the ſamen my ſelf, *And generally*, all and ſundrie other things anent the Premiſſes, to do, uſe and exerce, which I might have done my ſelf before the making hereof; And which I ſhall hold firm and ſtable without Revocation or again calling whatſomever: *Which Aſſignation* above-written, I bind and oblidge me and my foreſaids, to Warrand, Acquit and Defend to be good, value and ſufficient to the ſaid *C.* and his foreſaids at all hands

hands and against all deedly as Law wil. Or to Warrand &c. from my own proper Fact and Deed allennerly, *That is to say*, that I have not made nor granted, nor shall make nor grant any other Right or Assignation, or do any deed in hurt or prejudice hereof, *Excepting* and *Reserving* furth and from this present Right, Assignation and Warrandice thereof above-specified, a Discharge granted by me of an years Annualrent &c. dated &c. whereunto the foresaid Warrandice should not be extended. In token whereof I have delivered up to the said *C.* the extract of the foresaid Bond with &c. to be keeped and used by him and his foresaids. as their own proper Rights and Evidents at their pleasure in all time coming, and to make use of my name in charging for the said Sums &c. or in his own as he shall think most convenient Consenting to the Registration &c. *ad futuram rei memoriam*, and if need be is to suit Execution hereon as accords &c. In witness whereof &c.

6 *Instrument of* Intimation *thereon.*

Apud Edinburgum 2*do. die mensis* &c *Regniq;*

THe *which Day*, In presence of me Notar publick and Witnesses under subscribing *Compeared* personally P: Procurator for and in name and behalf of *C.* Assigney after-specified, whose

whose procuratory was sufficiently known to me the said Notar publick, and past to the personal presence of B. and *D.* respective and successive, *Having and Holding* in his hands, a certain Bond made and granted by the said B: as Principal, and the said *D* as Cautioner conjunctly and severally to A. for the Sum of &c. *Scots* Money as Principal, with Annualrents and Expenses therein specified, dated &c. As *also* produced in presence of me *N:* publick, An *Assignation* made and granted by the said A. to the said *C.* dated &c: in and to the foresaid Bond and Sums Principal &c. therein contained, As the said Bond and Assignation more fully bears. *And then and there*, the said *P.* Procurator foresaid after Production and open Reading of the said Bond and Assignation to the said *B.* and *D.* respective and Successive, Desired and Required them to make payment of the foresaids Sums of Money Principal &c: therein contained to the said *C.* as Assigney foresaid, and to no other person or persons; *And protested* that they should be lyable to him therefore, and that they should not pretend Ignorance of his Right above-mentioned. *Of the Writ* all and Sundry the Premisses the said *P.* Procurator foresaid asked and required Instrument an or moe of me Notar publick under subscribing. *These things* were done within the Dwelling house of &c. in the Land called——lying —— *respective* and *Successive* the one after the other, betwixt the

hours of——in the Forenoon or thereby, Day, Moneth, Year of GOD, and of His Majeſties Reign *reſpective* above-written, before theſe Witneſſes 1. 2. and diverſe others ſpecially Called and Required to the Premiſſes.

Ita eſt ut præmittitur, Ego Joannes S. *publicis in præmiſſes ſpecialiter requiſitus ſub his meis ſignioque ſubſcriptione manualı ateſtor.*

7. An Back-bond.

BE &c. Me B. *Foraſmuchas*, Albeit A. by his Aſſignation of the date— for the Cauſes therein mentioned, has made me his Aſſigney in and to the Sum of——Principal &c, of Expenſes, and certain Annualrents contained in an Bond granted to the ſaid *A.* be *P.* Principal and *D.* as Cautioner, dated *&c.* as the ſaid Aſſignation bears. *And ſicklike*, albeit the foreſaid Aſſignation mention the Receipt of Sums be the ſaid A. from me for making thereof. *Yet nevertheleſs*, I hereby confeſs and declare; that my name is only borrowed thereto, and I intruſted therewith for the ſaid A, his own behove, to the effect I may uſe Diligence againſt the ſaid P. for his better obtaining payment of the Sums above-written for his own uſe, *Therefore*, I oblidge me my Heirs *&c.* not only to make due Compt, Reckoning

and

and Payment to the ſaid A. his Heirs *&c.* of the foreſaid Sums of Money Principal *&c*, above aſſigned in hail or in part, as I ſhall happen to receive payment thereof from the ſaid P. or *D.* his Cautioner by vertue of the ſaid aſſignation; *But alſo* to Transfer and Diſpone my Right of the foreſaid Bond and Aſſignation, and Sums Principal *&c* therein contained, ſo far as I have, or ſhall have Right to diſpoſe thereupon, and ſhall denude my ſelf of the ſamen *omni habili modo quo de jure*, To and in favours of the ſaid A. and his foreſaids with Warrandice from my own proper Fact and Deed, and that how ſoon, and whenſoever I and my foreſaids ſhall be deſired and required ſwa to do, and that without payment of any Sums of Money, or doing any good Deed or Gratitude to me by the ſaid A. and his *Heirs &c*: therefore but delay fraud or guile, *Providing* the ſaid A: and his foreſaids. either allow to me *&c.* out of the firſt and readieſt of what ſhall be received of the ſaid Sums Principal *&c.* or otherways make payment of whatever Charges and Expenſes I or my foreſaids ſhall happen to diſburſe in the Premiſſes, conforme to our honeſt Declaration thereanent *&c*: *Regiſtration* &c.

8. A

8. A *Retroceſſion.*

BE *&c.* Me R. *Foreſmuchas* A. by his Aſſignation (*here deduce the Aſſignation*) *Likas* I be my Back-bond Subſcribed with my hand of the date *&c.* for the Cauſes therein ſpecified band and oblidged me my Heirs *&c: Not only* to make due Compt *But* alſo to Transfer *&c:* to aud in favours of the ſaid A: when required thereto. *And now* I *ſeing* after my outmoſt Diligence, I can obtain no payment of the foreſaid Sums Principal *&c.* nor of any part thereof, and that the ſaid *A.* has payed to me all the Charges I have been at thereanent, whereof I grant the Receipt *&c:* and he being deſirous to be put in his own place of the Premiſſes; *Therefore I* for me my Heirs *&c* do hereby Repone, Reſtore and *retroceſs* the ſaid *A.* and his foreſaids in his own full right, Title and Place of the Premiſſes, haill effect thereof, and of the Sums of Money Principal *&c* And *ſurrogats* him in his own full right and place of the ſamine for ever, with full power *&c* to ask, crave *&c* Letters and Executorials to raiſe *&c* Diſcharges to grant *&c:* Compone *&c:* And generally *&c.* Sicklike as *I* might have done my ſelf, or as he might have done before the granting the ſaid *Aſſignation* to me, and as if the ſame had never been made. And I bind *&c.* to Warrand *&c.* Likeas I have inſtantly in token of the Premiſſes deli-

vered up to the ſaid *A.* the foreſaid Bond and Aſſignation, with a Regiſtrat Horning and Caption thereon at my inſtance againſt the ſaid *P.* to be keeped and uſed at the ſaid *A.* his pleaſure, *Regiſtration &c.*

9. *A Tranſlation:*

BE *&c.* Me T. Aſſigney after-ſpecified, *Forasmuchas* P. be his bond ; *here deduce the bond*) In and to the which Bond Sums of Money Principal *&c.* above-written therein contained, and all that had or might follow thereupon, the ſaid *A.* be his Aſſignation dated *&c.* for the onerous Cauſes therein mentioned, made and conſtitute me *&c.* the ſaid Aſſignation alſo bears. *And now ſeing* that *C.* has made payment to me of certain Sums of Money, equivalent to the Sums aſſigned and transferred, whereof I grant the Receipt, Renuncing *&c. Therefore wit ye me, &c.* for me my Heirs *&c.* Sells, Transfers and Diſpones from me and my foreſaids, To and in favours of the ſaid *C.* his Heirs and Aſſigneys (excluding Executors) *All and haill* the foreſaids Sums of Money Principal, liquid Expenſes and Annualrents of the ſaid Principal Sums of all years and Terms bygone ſting, unpayed. and yearly — Together wi the foreſaid Bond and Aſſignation themſelv hail heads *&c.* and all Letters of Horning a

Poyn

Poynding, Arreaſtment, Compryſing or others raiſed thereon, Execution and Indorſations thereof, and all Action, Inſtance and Purſuit competent or that may be competent to me thereupon, *Surrogating* and *Subſtituting* &c. with power to him and his foreſaids &c. (*in communi forma*) Likea inſtoken of the Premiſſes I have inſtantly delivered &c. *Regiſtration.*

10. *A Diſcharge.*

BE *it Kend* &c. Me D. as having right by Tranſlation in manner after mentioned; *Forasmuckas* (*deduce the Bond and Aſſignation and then the Tranſlation as follows*) *Likeas* the ſaid T. by his Tranſlation Subſcribed &c. for the Cauſes therein ſpecified, Sold, Aſſigned and Transferred from him and his &c. therein mentioned, to and in favours of me &c, as the ſaid Tranſlation bears. *And now ſeing* that the ſaid P. Principal Debitor has made payment to me of the foreſaids Sums of Money Principal and Annualrents, Reſting Owing, Unpayed preceeding the date hereof and the neceſſary Charges and Expenſes deburſed by me thereanent, whereof I grant the Receipt and hold me well content ſatisfyed and payed, Renuncing all Exceptions or Objections to the contrair for now and ever; *Therefore wit ye me* as having Right in manner

foresaid. To have exonored quit claimed and simpliciter Discharged, *Likeas* I the said *D.* for me my Heirs *&c.* Exoners *&c.* and simpliciter Discharges the said P: as Principal and *C:* his Cautioner, their Heirs, Executors, Successors and all others whom it effeirs, of the foresaid Registrat Bond, Decreet interponed thereto, Sums of Money Principal, liquidat Expenses and Annualrents therein contained, and all Letters of Horning, Poynding *&c:* or others raised thereupon, and all Executions competent *&c:* and of all that hath followed or may follow upon the samine, and alse of all other Clags, Claims, Questions, Controversies and Debates whatsomever, for whatsoever Cause or Occasion bygone, preceeding the day and date of thir presents, dispensing with the generality hereof, and admitting the samen to be alse valid effectual and sufficient, as to all Intents and purposes for the said P. and *C* his said Cautioner and their foresaids exoneration of the whole Premisses, as if every particular that ever was betwixt them and me, were expresst herein at length and set down, *Whereanent* and anent all that may follow thereupon I have dispensed, and be the Tenor hereof for me and my foresaids Dispenses for ever: *Likeas* in token of the Premisses I have instantly delivered up to the said P the Extract of the foresaid Registrat Bond, with the Assignation and Translation foresaid, together with all Letters of Horning

Horning &c. to be keeped &c. or other way to be cancelled and destroyed at their Pleasure And this my Discharge I oblidge me and my foresaids to Warrand, acquit and Defend, to be Good valid and Sufficient to the said P. Principal and C. Cautioners foresaid and their foresaids, to all Intents and Purposes for their Exoneration of the hail Premisses, at all hands and against all deedly as Law will. *And farder, I* do consent that the said P. and C. his Cautioner be relaxed from the Horn *(in case they be denuded thereto)* for not payment making of the said Sums &c. and that by way either of Suspension, or otherways as accords of the Law without Caution or Consignation, *Registration &c.*

11. *Discharge to a Cautioner, and Assignation to the Bond for his relief.*

BE *it kend &c. Me D: (deduce the Bond, Assignation Translation and narrative of payment made by the Cautioner)* Therefore *wit ye me* to have Exonered *&c. (as in the former till ye come to the Warrandice, only omit the Discharge of the Principal Debitor, and Cautioner if any be, then say)* But *also* for the said C. his better recovering his Relief of the foresaid Cautionrie, *Witye me* the said D. to have made constitut &c. the said C. his Heirs &c. my very lawfull &c. In and to the foresaid Principal

Sum of — contained in the foreſaid Bond, and in and to the ſaid Bond it ſelf, with all that has followed or may follow thereupon (*Sometimes the Aſſignation is granted*) in ſwa far as allennerly as may be extended to the Sum of *&c.* only due againſt the Principal Debitor (*and ſometimes againſt the conjunct Cautioner, and then the following Clauſe take place*) But prejudice always to the other Co-Cautioners above-mentioned, of all Action and Execution competent to them for their Relief of the Cautionrie foreſaid, by vertue of the Clauſe of Relief in the foreſaid Bond or other wiſe, with power to Ask, Crave *&c. Whilk Diſcharge and Aſſignation* above-written, bind *&c.* to Warrand *&c.* the foreſaid Diſcharge to be Good and Sufficient to the ſaid C and his foreſaids for their Exoneration at a hands *&c.* And the foreſaid Aſſignation from my own proper Fact and Deed *&c.* Likeas in token of the Premiſſes I have delivered *&c.* Re *giſtration &c.*

12. *Bond of Cautionrie for louſing Arreſtmen*

I *Alexander* be the Tenor hereof, binds an obliges me my Heirs Executors *&c.* as Cau tioner and Soverty (acted in the Books o Council and Seſſion) for *B.* that all and ſundr the Goods, Gear and Debts, Sums of Mone Horſe, Nolt, Sheep, inſight Pleniſhing, Mail Fer

Terms, Rents and Duties of his Lands pertaining to him and Arrested at the Instance of *C.* in the hands of *D.* be vertue of pretended Letters of Arrestment obtained thereanent, shall be made furth coming as accords of the Law, and that for lousing all Arrestments made or to be made thereupon at the Instance of the said *C.* by vertue of the foresaid pretended Letters at any time bygone or to come. *Then a Clause of Relief to the said Cautioner, and Registration in communi forma.*

13. *Bond of Cautionrie in a Suspension.*

I *David Friend* be the Tenor hereof, binds *&c.* as Cautioner and Soverty (*acted in the Books of C. and S.*) for A. as Principal and *B.* his Cautioner after specified, That they shall make payment to *C.* of the Sums of principal and of liquid Expenses and certain Annualrents specified and contained in a Bond made and granted be the said A. as principal and *B.* as Cautioner thereupon dated &c. and Registrat in the Books of &c. upon the —— day of —— and in an Assignation thereof made and granted to the said *C* be E dated —— Registrat in the Books of Council and Session, upon the &c. day of &c. In case it shall be found by the Lords of Council and Session after the discussing the Reasons of Suspension to be purchased against the said C. therein,

that he ought to do the samen. And sicklike for payment to His Majesties Thesaury of 20 Merks for ilk an of their Escheat Goods in case it be found by the saids Lords, after the discussing of the Reasons foresaid, that they are orderly denunced Rebels and put to the Hore for the Causes above specified, a *Clause of relief and Registration.*

Nota. *If the Cautioner be refused at the B. Chamber by the Clerk, who is lyable for his sufficiency, then, there uses to be ane Attester of the said Cautioners sufficiency, whose attest is subjoyned to the foresaid Bond, thus,*

I A. do hereby attest the said D. Cautioner above named to be sufficient, and oblidges me therefore, as witnes my hand, Day, Place and Year above-written.

14. *Bond of Presentation for ane Taken with a Caption.*

BE *it kend* &c. Me A. *For asmuchas* I be my Bond &c. as the said Bond registrat upon——bears whereupon the said B. having obtained Letters of Horning, caused charge me therewith in manner and to the effect above written. *And sicklike* the said B. by vertue thereof has obtained other Letters of Caption, and thereupon has caused apprehend my person, conform to the

the Will and Charge therein ſpecified by G. Meſſenger. *And nowſeing*, that at my earneſt Deſire the ſaid B. is willing to permit me to go about my lawfull Affairs in freedom till the time after-mentioned. *Therfore* I the ſaid A. as Principal and with me C. as cautioner, binds us conjunctly and ſeverally our Heirs & . to exhibit and preſent the Body and Perſon of me the ſaid A. to the ſaid B. or any having his Commiſſion at *Edinburgh* in the houſe of —— and that at and within the Hall thereof upon the — day of — next, betwixt the Hours of eleven and twelve of the Town Clock of the ſaid Burgh in the Forenoon, but longer delay, Fraud or Guile, then and there to be bodily apprehended and diſpoſed upon at the Will and Pleaſure of the ſaid B. or any having his Commiſſion as ſaid is, conform to the ſaid Letters of Caption in all points, and that in as good Condition, as now he is, without any Suſpenſion, Siſt of Execution or Protection, Bonorum, or any other Ground or Warrand whatſomever, that may ſtop, Let, Hinder or Imped the ſaid B. or any having his Commiſſion for apprehending or diſpoſing of the ſaid A. his Body or Perſon, conform to the ſaid Caption, as Law will, and that under the pain of —*Scots* Money in caſe of failzie by and attour performance of the haill *Premiſſes* and Contents of the foreſaid Bond and Diligence above-mentioned, *add a Clauſe of Relief and Regiſtration.*

15: An *Supercedere by Creditors.*

BE *it Kend* —— *Us* — Creditors of D. for certain good Cauſes and Conſiderations us moving, all with one Conſent and Aſſent, and ilk one of us, for our ſelves, our ſeveral Rights and Intereſts to have ſuperceeded and Suſpended, *Likeas* by thir preſents we Super-ceed and Suſpend all perſonal Execution, by Letters of horning, Caption, Acts of Warding, Summer Warrands, or others whatſomever competent to us, or any of us, againſt the ſaid D. our Debitor, his perſon for whatſomever Debts or Sums of Money due and unpayed to us, or any of us, our Authors or Predeceſſors be him, for all the Days and ſpace of —— full and compleat Years or Moneths after *Martinmaſs* next, Diſcharging hereby for our parts, all Meſſengers at Arms, and all other Miniſters of the Law, Officers of Burghs from any further putting to Execution of any Letters of Horning, Caption, Acts of Warding &c. or others raiſed or to be raiſed at our or any of our inſtances, for whatſoever Cauſe or occaſion, bygone, preceeding the day and date of thir preſents, that may any ways trouble or moleſt the perſon of the ſaid D. during the ſpace foreſaid, diſpenſing for us and every one of us with the generality of theſe preſents and admitting &c. Providing the ſaid D. ſhall in the mea

mean time do nothing in hurt or prejudice of us or any of us anent the said Debts, nor otherways, consenting to the Registration &c.

16. A *Bond of Cautionrie in Law-borrows.*

I A. by the Tenor hereof, binds me *&c.* as Cautioner, Soverty and Law-borrows, acted in the Books of Council and Session for B. That *F*, his Wife, Bairns, Men, Tennents, Servants and Cottars, shall be harmless and Skaithless kept, in their bodies, Lands, Heretages, Tacks, Possessions, corns, cattel and others whatsomever pertaining and belonging to them nor shall in no ways be troubled, harmed, molested nor oppressed be the said B his Wife, Bairns Men, Tennents, Servants, cottars, complices or others in their name, of their causing hound-out Command, Reset, Assistance or Ratihabition or any others, whom they may stop, Let or imped, directly or indirectly in any sort, from the day and date of the Charge given to them for finding of Lawborrows to the effect foresaid, nor in any time coming otherways than by order of Law and Justice, ilk an of the said Persons, under the pain of *&c.* and that for obedience of His Majesties Letters and Charge given to them for that effect, *insert a Clause of Relief and Registration.*

17. *Discharge*

17. *Diſcharge of Annualrent.*

I G. hereby grants me to have received fro D. the Sum of——and that as an years An nualrent (from *Whitſunday* &c to *Whitſund* laſt by paſt) of the Principal Sum of — contained in a Bond granted by him to *E.* an aſſigned by him to me, by his Aſſignatio dated &c. And therefore I hereby Diſcharg the ſaid D. of the ſaid years Annualrent above ſpecified of the foreſaid Principal Sum abov expreſt, and of all years and Terms precee ing the ſame, ſince my ſaid Right and Aſſig nation above-written. In witneſs where *&c.*

18. *Precept and Inſtrument of proteſt there*

SIR pleaſe pay to *A.* the Sum of &c. an theſe Preſents ſhall oblidge me to allo the ſame to you and Partners out of th firſt end of &c. and that withont Receipt, g ven under my hand at &c. this *&c.* 169 Directed to B.

Apud Edin: *primo die Menſis* &c. *Anno* Do &c. *Regnique* S: D: N.

IN preſence of me N. Pub. and Witneſſes u der ſubſcribing, Compeared *P.* Procuto for, and in name of A. to whom the Co ten

ents of the above written Precept, is payable
nd past to the personal presence of B. above-
signed, having and holding in his hands
e principal Precept of the above Tenor, which
e desired the said B. to accept. and which he
fusing to do the said P. as Procurator for
d in name foresaid, protested the said Pre-
pt for not Acceptance and Payment, and
all Cost, Skaith, Damnage, Interest or Ex-
ns es the said *B.* his Constituent may sustain
erethrow against the said D. Drawer, and
ereupon took Instruments in my hands.
is was done in &c. betwixt &c. in presence
&c. witnesses to the premisses specially called
nd required. *Premissa vera esse, Ego I:S.*
N: P: *assero Testantibus his meis*
signo & subscriptione manualibus

TITLE II.

Rights Heretable Redeemable.

1: *An Heretable* Bond.

BE *it Known* to all men *&c:* Me B: *For-*
smameikleas I have instantly borrowed
and Received from *L:* whereof I grant
e Receipt &c: *Therefore* I bind &c: duely
and

and lawfully to Infeft and ſeaſe Heretably under the Redemption after-mentioned, the ſaid *L: In all and haill* an yearly Annualrent of 200 *lib:* Money foreſaid, or what further or leſs Annualrent ſhall be allowed be the Law and Practique of this Realm, for the Principal Sum of 5000 Merks yearly to be uplifted and taken at two Terms of the year *Whitſunday* and *Mertinmaſs* in winter be equal Portions, furth of *all and haill* &c: or any part thereof, or furth of whatſomever other Lands, Heretages Annualrents or others belonging to me of whatever Quality, Nature or Deſignation the ſamine beis, lying within the Parochen of —— and Sheriffdom of——or any other Sheriffdom or Juriſdiction whatſoever within this Realm and that by two ſeveral Infeftments and manners of holding, the one of the ſaid Infeftments to be holden of me and my Heirs in free blench Farm, for payment &c. with this proviſion, that in caſe the ſaid *L.* ſhall think fit to hold the ſamine Lands Few of me &c. in that caſe the not payed of the Few-duties for two, or more Terms or years running together unpayed, ſhall be no cauſe of Loſſing or Recognition of the ſaids Infeftments, notwithſtanding of whatſomever Law &c. where anent &c. I have diſpenſed for ever. And the other of the ſaid Infeftments frae me of my immediat lawfull Superiors thereof and his Succeſſors &c. and that either by Reſigna-

tio

on or Confirmation or both as the ſaid *L.* ſhall think fit, the Superiors conſent thereto, being alwise procured upon my own proper Moyen and Expenſes, and for that effect I bind &c. to make, grant &c. all Charters, Procuratories of Reſignation, Preceipts of Seaſin and other Writs and Evidents Requiſit *&c.* And to the end the ſaid *L.* may be Infeft and Seaſed in the ſaid Lands *&c* be Reſignation, I have made conſtitute *&c.* my Procurators, Actors, Factors *&c.* giving, granting *&c.* to them conjunctly and Severally my very full power *&c.* and charge for me and my in name to compear perſonally before my immediat lawfull Superiors reſpective of the Lands and others above and under written, or before their Commisſioners in their name, having power to receive Reſignations and give new Infeftment &c. at whatſomever times or time lawfull and convenient. and for me in my name and upon my behalf as ſaid is, with all due humility and Reverence as becomes, to Reſign, ſurrender, upgive and overgive by Staff and Baſtion &c. *Likeas* I hereby Reſign &c. *all and hail* the foreſaid yearly Annualrent of 200. *lib.* or what more or leſs &c, yearly to be uplifted &c. at two Terms in the year &c. as ſaid is, furth of &c. or furth of whatſomever other Lands &c. lying &c. in the hands of my immediat lawfull Superiors of the ſamen, their Heirs and Succeſſors thereof, or in the hands of

of

their ſaids Commiſsioners having power &c
together with all right, Title &c thereto in
time coming, in favours and for new Infeftment
thereof, to be made and granted to the ſaid *L*
and his Heirs &c Heretably under the reverſion
after-ſpecified, in ſick dew and competent forme
as effeirs, to be holden of our ſaid immediat &
Superiors thereof, ſicklike and alſe ſurely &
as *I* and my Authors and Predeceſſors &c held
hold or might &c our ſelves, Acts, *Inſtruments*
and Documents, to ask take and uplift &c and
generally &c *premitten ae rato*, and which *In-*
feftments &c ſhall bear and contain this ſpecial
Clauſe of Warrandice, following, *Likeas now*
as if the ſaids *Infeftment* were exped &c *I.* here
by Warrand, acquit and defend the ſaids Lands
to &c. from all Wards, Non-Entries, Reliefs.
fes. Recognitions, Forefaultures, *Purpreſtures*
Diſclamations, Baſtardies, Terces, Conjunct
fees, Liferents, Annualrents, Inhibitions, In-
terdictions, and generally frae all and ſundry
Dangers. And moreover I bind and oblidge
me my Heirs &c. (but prejudice or Derogation to the foreſaid Infeftments or either of them) to make good and thankfull payment
to the ſaid *L.* of the ſaid yearly Annualrent of
&c. or what more or leſs &c. at the foreſaid
two Terms of &c. they as well not Infeft as In-
not entered as entered thereto, beginning the
firſt Terms payment thereof at the Feaſt and
Term of —— for the Term immediatly pre-
ceeding

ceeding the ſamine, together with the Sum of 20 *lib.* Money foreſaid of liquidat Expenſes for ilk Terms failzie *toties quoties*, by and attour &c. to be exacted but Defalcation, becauſe the ſaid Annualrents are deſigned for the ſaid L: his principal livelyhood and Aliment And for the ſaid L. and his foreſaids their farther Security, I bind &c. to cauſe the Tennents Occuppyers and Labourers of the ſaid hail Lands &c. or any part or portion thereof reſpective from time to time to become, acted, bound and oblidged in the Sheriff Court Books of —— or any others competent, when or where they ſhall be required be the ſaid *L.* for yearly and termly payment of the ſaid Annualrent to him and his foreſaids, during the not redemption aforeſaid, which I and my foreſaids ſhall allow to them out of the firſt and readieſt of the Mails and Duties payable by them to us out of the ſaids Lands of——*Like*-wiſe to the effect foreſaid, and but Derogation to the ſaids Inteſtments and perſonal Oblidgements above or under written, or any of them make Conſtitute &c. the ſaid L. Ceſſioners and Aſſigneys in and to as much of the firſt and readieſt of the ſaid Mails and Duties of the ſaids Lands —— or any part thereof, as will compleatly pay and ſatisfy him and his foreſaids, of the foreſaids Annualrents, yearly, termly at the Terms foreſaid, and during the not redemption thereof as ſaid is. *And* in caſe itſ

ſhall happen the ſaid L. to hold the ſaid Annualrent of me and my — Then and in that caſe *I* bind &c to Enter and Receive the ſaid L. his Heirs and Aſſigneys whatſomever, an or more in the ſaid Annualrent, in whole or in part be Precepts of *Clare conſtat*, or other Precepts of Seaſin, and Charters with all Clauſes requiſit &c or any other way they ſhall think moſt effectual for their Security, and that freely without any gratitude or good Deed, to be given or done by them to us therefore, within 48 Hours next after the ſaids Precepts, Charters or others foreſaid, ſhall be preſented to us for that effect. And ſicklike I bind &c to give, grant and diſpone to the ſaid L. and his foreſaids, or any other perſon they ſhall pleaſe to name for their behove, their ſingle and Liferent Eſcheat and Non-Entries reſpective of the foreſaid Annualrent or other Caſuality that ſhall happen to fall and become in our hands as Superiors thereof, and that from time to time, and as oft and ſwa oft as the ſame ſhall happen to vaick, and become in our hands as ſaid is, freely *gratis* &c. And now as if the ſaid Caſualities of &c were already fallen and become in my hands as Superior foreſaid, or in the hands of &c. and then as now, I hereby give, grant and diſpone *&c.* And alſe I bind &c. to enter and not by ſurth unentred to the ſaid Lands &c out of which the foreſaid Annualrent is appointed to be uplifted to the ſaids &c. hur

or prejudice, but ſwa oft as the ſame ſhall fall in Non-entrie, as oft to procure our ſelves Infeft, Entred and Seaſed therein by our immediat lawfull Superiors reſpective thereof. *Providing* —that the ſaid Annualrent ſhall be Redeemable by me and my Heirs &c from the ſaid L. and his foreſaids by payment &c. upon any day immediatly preceeding *Candleſmaſs.* or 16 days after that Term, betwixt 8. in the Morning and 3. in the Afternoon, within the Kirk of of *all and hail* the foreſaid Principal Sum of 5000 Merks, with the hail bygone Annualrents and termly Failzies, reſting and incurred for the time, or in caſe of abſence or refuſal by Conſignation &c. in the hands of— Premonition alwiſe being made by me and my foreſaids 40 days of before perſonaly &c: and at the Pariſh Kirk Door of &c. upon a Sunday after-noon, immediatly after the Bleſſing, in caſe of their abſence furth of the Sheriffdom, or other Juriſdiction where there principal Reſidence ſhall be for the time, in preſence of a Nottar and Witneſſes as Heirs. *Providing* alſo for that effect, that theſe preſents or Inſefments foreſaid or authentick Extracts thereof, which ſhall be as ſufficient *&c.* for uſing the ſaid Redemption if ane particular Letter of Reverſion were made, Sealed and Subſcribed apart with all Solemnities, conform to the Act of Parliament. Whereanent the ſaid *B.* for him and

his foresaid s has dispensed *&c. And farder*, I bind &c to make payment to the said *L.* of the foresaid Principal Sum, Annulrents & Termly fail ziesresting and incurred for the time, upon any day immediatly preceeding any Term of *Whit:* or *Mart:* betwixt &c within the Kirk of *&c* & that part & place thereof above written, Requisition being alwise made be the said L. to me or my foresaids, be the space of 40 days of before personally &c. and at the Parish Kirk Door &c. in presence of an Nottar and Witnesses as effeirs. *And in case* that Redemption shall not follow by payment of the foresaid Principal Sum, Annualrents and Termly Failzies, Premonition being made by me &c. or Requisition for the part of the said *L.* as afore said; Then and in either of these cases, *I* bind &c. to pay &c. th Sum of &c. of liquidat Expenses for ilk Terms failzie *toties quoties*, by and attour the said Sum &c. of Principal, Annualrents and Termly Failzies. *Likeas* it is hereby declared, that till such time at the said hail Principal Sum, Annualrents and Termly Failzies, resting and incurred, and liquidat Penalties immediatly above expresst, that beis incurred for the time beis payed, Together with all other Sums that shall be resting by me &c. be Bond Ticket &c. hereby added and Eiked to the said Reversion and Sums foresaid, or other ways consigned as said is, no lawfull Redemption shall be repure or holden to be made. *And it*

64

caſe the ſaid *L:* ſhall rather deſire to have the foreſaid Sums, than to retain the foreſaid Heretable Security, Then *I* oblidge me my &c. to pay &c the ſaid Principal Sum of with the hail bygone Annualrents thereof from the ſaid Term oflaſt that ſhal happen to be reſting & that betwixt &c. with *&c.* of liquidat Expenſes by and attour, with the ordinary Annualrents &c. during the not payment without premonition or Requiſition to be made on either hand for that effect. *And it is declared*, that it ſhall be Leiſum to the ſaid L. to uſe all Execution Real or Perſonal againſt me &c. upon thir preſents at or againſt the ſaid Term &c. for payment of the ſamen Sums principal &c. and that without any perril of louſing the ſaid Infeftment, or rendring the ſaids Sums Moveable, whereanent &c. I have diſpenſed, notwithſtanding of whatſomever Law &c for ever. *And I bind* and oblidge me and my foreſaids to reiterat and renew thir preſents whenſoever and ſwa oft as the ſaid L. ſhall think fit, ay and while he and his foreſaids find themſelves ſufficiently ſecured of and concerning all and ſundry the Premiſſes; and for the more ſecurity Conſents to the Regiſtration hereof in the Books of C. and S. &c. on ſix days allennerly &c and Conſtituts My Procurators *Attour* to the effect the the ſaid L. may be inſeſt *&c* To my Lovits *&c* and ilk an of you conjunctly and ſeverally my

Baillies in that part, to the effect afrer-ſpecified it is my will and *&c* ye paſs to the ground of the ſaid Lands of or any part thereof, or to the ground of any other Lands of whatſoever quality lyand or whatſoever Sheriffdom and their give actual, real to the ſaid or his certain Acturney or Acturneys bearers hereof, of the foreſaid yearly Annualrent of or what more or leſs yearly to be uplifted at the ſaid two Terms be deliverance of Earth and Stone of the ground of the ſaid Lands, with other Symbolls requiſit. and an penny *Scots* as uſe is, and this in no ways ye leave unlone *It is declared* the Seaſin and whatſoever be expreſt therein, ſhall be als effectual, as if all the ſeveral Lands generally above-mentioned were herein particularly deſigned, inſert and bounded, diſpenſing with the generality and all other objections for ever. *Allowing,* that a Seaſin to be taken now and in all time coming, be taken at or on the ground of any other part of the Lands and Barony of ſhall be als valid for the ſaid Annualrent as if ane particular Seaſin were taken on every ſeveral part thereof, whereanent diſpenſing for ever, conform to the Union or Diſpenſation contained in our Inſeſtments thereof, to be holden of, or frae or both Redeemable as ſaid is

In

n witneſs whereof, *I* have ſubſcriped thir pre-
ents written by with my hand

Nota, *Seing the preceeding heretable Bond which conſiſts of obout* 24 *diſtinct and ſeveral Clauſes is ſeldom if ever required with all theſe Conditions and Proviſions therein mentioned, Therefore I ſhall ſubjoyn an other Heretable Bond in good form and common uſe.*

2. *Heretable Bond with precept of Seaſin and Aſſignation to the Rents.*

BE *&c.* MeA. of *&c.* be the Tenor hereof grants me to have borrowed and received from B Writter in *Edinburgh, all and haill* the Sum of uſual *Scots* Money, whereof I grant the receipt, renuncing all Exceptions in the contrair for ever; T*he whilk Sum* with the ordinary Annualrent thereof to the Term of payment under written, *I* faithfully bind and oblidge me my Heirs, Executors and *Intromet*ters with my Goods and Gear whatſomever, thankfully to content, pay and deliver to the ſaid B: his Heirs, Executors and Aſſigneys, and that at the Feaſt and Term of *Whitſunday* next to come in the yearof GOD 1700 but longer delay, with the *Sum* of Money foreſaid of liquidat Expenſes in caſe of failzie and regiſtration of thir preſents therethrow, together alſowith the due and ordinary Annualrent and

profit of the said principal Sum, conform to the Act of Parliament, yearly and termly, at two Terms in the year *Whitsunday* and *Martinmass* in winter, be equal portions, during the not payment thereof, after the said Term of *Whitsunday* next to come, but prejudice of the Execution to pass hereon, either then or at any other time or Term thereafter, without any requisition, notwithstanding of the Infeftment after-mentioned, appointed to follow hereupon. *And for the said* B. his farder Security, I bind and oblidge me my Heirs and Successors, duly and sufficiently to Infeft and Sease the said B and his foresaids, *In all and haill* an Annualrent of Money foresaid yearly, to be uplifted and taken at the said Terms of *Whitsunday* and *Martinmass* proportionally furth of *all and haill* my Lands of &c. and &c. with Houses, Biggings, Yards, Parts Pendicles and Pertinents thereof, lying within the Parochen of &c. and Sheriffdom of And that be double Infeftments, the one to be holden of my self, my Heirs and Successors and the other of my immediat lawfull Superiors of the foresaids Lands, both in free blench Ferm, for payment yearly of a *Scots* penny upon the ground of the famine Lands or any part thereof, at the Term of *Whitsunday* if it be is asked allenerly, and that either by Resignation or Confirmation, or both as, shall best please the said *B.* and his foresaids And

there

hereupon ſhall make, grant, ſubſcribe and de-
iver to him Charters for Confirmation, Pro-
curatories for Reſignation, and all other Writs
nd Securities neceſſary, bearing ample War-
andice: *Likeas* now as it the ſaid *Infeftments*
were already paſt and expede, and then as
ow, *I* bind and oblidge me my Heirs, Execu-
ors and Succeſſors, to warrand, acquit and
efend the foreſaid Annualrent and Lands
irth whereof the ſamen is to be uplifted, to
e free, ſafe and ſure to the ſaid B. and his fore-
aids, from all perrils, dangers and inconveni-
ncies whatſomever, which may any ways
rouble or moleſt him in the peaceable poſſeſ-
ion and uplifting of the ſaid Annualrent du-
ing the not redemption thereof. *And for* bet-
er payment of the ſaid Annualrent of &c. *I*
e thir preſents makes conſtitut and ordains the
aid *B* and his foreſaids, my very lawfull and
ndoubted Ceſſioners and Aſſigneys, in and
o as much of the readieſt yearly Ferm Duty
f the foreſaids Lands of payable by the
enants and Poſſeſſors thereof, preſent and to
ome, as will ſatisfy and pay the foreſaid year-
y Annualrent, with power to him and his fore-
aids, to call and purſue therefore, *Decreets* for
he ſamine to recover, Acquittances and Diſ-
hargesupon the Receipt thereof, to grant ſub-
cribe aud deliver, And generally to do or
auſe be done all other things neceſſary there-
entas appertains. *Providing* alwiſe, likeas

it

it is hereby ſpecially provided and declare
That the foreſaid Annualrent of &c. Mone
foreſaid ſhall be alwiſe Redeemable by me a
my foreſaids from the ſaid *Brand* his foreſai
be payment making to him, or la
full Conſignation to his behove, of the for
ſaid Principal Sum of &c. foreſaid, with t
hail bygones of the foreſaid Annualaent, th
ſhall happen to be reſting forthe time, a
that either at the ſaid Term of *Whitſunday* ne
to come, or at any other Term of *Whitſund*
or *Martinmaſs* thereafter, upon lawfull prem
nition of 60 days preceeding, to be made b
me and my foreſaids, to the ſaid B. and h
foreſaids perſonally or at their Dwelling plac
in preſence of a Nottar and Witneſſes as effei
the place of Redemption to be within the ol
Church of *Edinburgh*, at that place there
where the Deceaſt *James* Earl of *Murray* h
Tomb is Situated, and the Conſignation of th
ſaid Sums, in caſe of abſence or refuſal to b
in the hands of the Provoſt, or any of the Bai
lies, Dean of Gild or Theſaurer of the ſai
Burgh, moſt reſponſall for the time, upo
the perril of the Conſigner. And for the mo
Security, *I am content*, and conſents thir pr
ſents be Inſert and Regiſtrat in the Books o
Council and Seſſion, Sheriff, Commiſſar, o
Town Books of *Edinburgh*, to have the ſtrengt
of a Decreet of any of the Judges thereof in
terponed hereto, that Letters and Executorial

f Horning, Poynding, Warding, the one but
rejudice of the other, may be directed here-
pon, and the Horning to be upon a ſimple
harge of ſix days only, and for that effect
onſtituts——my Procurators *promitten de ra-*
. *Attour* to the effect the ſaid *B.* may be the
adier Infeft in the foreſaid Annualrent, I be
ir preſents Make, Creat and Ordain *&c.*
onjunctly and ſeverally my Baillies in that
art, ſpecially conſtitut, Requiring them upon
ght hereof, to paſs to the Ground of the fore
id Lands of *&c.* and *&c.* or any parr thereof
nd there give heretable State and Seaſin, real
tual and corporal Poſſeſſion of *all and hail*
e forenamed Annualrent of Money
arly, to be uplifted furth of the ſaid Lands,
the Terms above-written, To the ſaid *B.*
to his certain Acturney or Acturneys in his
me bearers hereof, be deliverance to him
his certain *Acturney* foreſaid of Earth and
one of the ground of the foreſaid Lands and
Penny as uſe is, To be holden either of me
d my foreſaids, or from me of my immedi-
lawfull Superiors thereof foreſaid, both in
ee Blench Ferm as ſaid is, and this in no
ys ye leave undone without delay. The
hich to do, I commit to you or any of you
r full power be thir preſents. In witneſs
hereof I have ſubſcribed thir preſents with my
nd (written by Town Clerk of
&c.

3: *An Inſtrument of Seaſin in Lands upon an Heretable Bond.*

IN *the Name of* GOD, ſo be it, Be *it known* all men by this preſent publick Inſtrume That upon the day of 16 years, and of His Majeſties Reign the te year, in preſence of me Nottar Publick a Witneſſes under-written, Compeared perſon ly upon the Ground of the Lands after-ſpec ed, an honeſt man A. Acturney and in na of *B.* Merchant in having and in hand holding an Heretable Bond and Ob gation, containing therein an Precept of Sea under written, granted and ſubſcribed by *G.* the ſaid *B.* his Heirs and Aſſigneys, where (fore the Cauſes therein contained) the ſa *G.* is bound and oblidged duely, validly a effectually to Inſeft and Seaſe the ſaid *B.* a his foreſaids heretablie (under Reverſion manner therein aud after-ſpecified) *In all a hail* an yearly Annnualrent of *&c. Scots* Mon (which is the preſent Annualrent payable the Laws of *Scotland*, for the principal Sum (with proviſion that the ſaid Annualre ſhall be ſtill augmented or diminiſhed, confor to the Laws of the Kingdom) yearly to be u lifted and taken at two Terms in the y *Whitſunday* and *Martinmaſs* by e ual Porti firth of *all and hail* theſe the ſaid *G.* his L

lyand pertaining of before to ſaid Deceaſt Father, and furth of *all and* *l* theſe his Lands of with Parts, Pen-les and Pertinents thereof, lying And ly furth of *all and hal* theſe his Lands of with Houſes, Biggings, Yards, Orchyards rts, Pendicles and Pertinents thereof, pre-tly poſſeſt by Tennents there, lying thin the Parochen of and Sheriffdom or furth of any part or Portion of the enamed Lands and others reſpectively and rticularly above expreſt, in the foreſaid Bond dieſt Males, Farms and Duties thereof *under verſion* alwiſe of the principal Sum of oney foreſaid, with the bygone Annualrents ting unpayed, and termly failzies of the ſa-me, in manner mentioned in the foreſaid nd, *Which heretable Bond*, containing therein Precipt of Seaſin under written. The d *A.* as Acturney and in name foreſaid, pre-ted to E. Baillies in that part, to the ſaid be the ſamen Precept, ſpecially conſtitute equiring them to put to due Execution, what s therein contained, and they being willing obey the ſaid deſire, they received the fore-d heretable Bond in their hands. and deli-red the ſame to me Nottar Publick under-ſcribing, to be read and publiſhed by me h e Witneſſes and byſtanders who were pre-n which I did, and of the which Precept of ean the Tenor follows, and is thus. *Likeas*

to

to the effect the said B. may be the readier
feft in the foresaid Annualreut of &c: Mon
foresaid, to be uplifted furth of the foresai
Lands of lying and furth of t
foresaids Lands of with the Houses, Bi
gings, Parts, Pendicles and Pertinents there
bounded and occupied as said is, to be hold
either of my self, or of my said immediat la
full Superiors respective foresaid, both in f
Blench Farm, I be their presents make and co
stitut you and ilk an of you conjunct
and severally my Baillies in that part, granti
and committing to you my full power to p
to the ground of the foresaid Lands of
lying and to the ground of the said Lan
of And there give heretable state a
seasin, real, actual and corporal Possession, e
all and hail the foresaid Annualrent of
(which is still to be augmented or diminishe
as aforesaid) yearly to be uplifted and take
at the Terms above mentioned, furth of th
Lands and others above-named, to the said
or to his Acturney in his name, bearer here
by delivering to him of Earth and Strone
the Ground of the samen Lands and othe
respective above specified, and a penny as use
And this in no ways ye leave undone, witho
delay. In witness whereof, I have subscrib
thir presents (being writen by at
the day of before thir witn
subscribed thus &c. (the name of
arty

rtie and Witneſſes at length) after the rea-
ig and publiſhing of the whilk heretable
nd and Precept of Seaſing above written
tein contained, the ſaid &c. Bailliesin that
t foreſaid by vertue of their Office, and at
mmand of the ſaid Precept, gave heretable
e and Seaſin, real, Actual and corporal
ſſeſſion of *all and hail* the forenamed An-
alrent of &c. to be augmented or dimini-
d as ſaid is, yearly to be uplifted at the
rms, and furth of the Lands and others a-
ve mentioned, to the ſaid A. Acturney for
d in name of the ſaid *B.* by deliverance to
n of Earth and Stone of the ground of the
d Lands reſpective and *Succeſſive* above-
itten, and a penny as uſe is, after the form
d Tenor of the foreſaid Heretable Bond, and
ecept of Seaſin above-written therein con-
ned, in all points. *Upon the whilk* all and
ndry the Premiſſes, the ſaid *A.* Acturney
reſaid asked and took Inſtruments one or
e in the hands of me Nottar Publick under-
ſcribing. Thir things were done upon the
ound of the foreſaids Lands reſpective and
ceſſive above ſpecified, betwixt the Hours
7. and 8. in the Moruing, Day, Moneth,
ar of GOD, and of his Majeſties Reign a-
ve expreſt, before and and
ecially called, required and deſired to the
remiſſes.

So

So it is J. W. *Nottar Publick of Sheriffdom of lawfully admitted a common Clerk of* Becauſe I was per nally preſent with the Witneſſes abo named, while all and ſundry the premi which are above ſet down, were ſpok acted and done, and took notice there Therefore I have extended this preſent I ſtrument (which is written be my Se vant) and has put the ſame in this pu lick form; And in farder Teſtimony the truth of all and ſundry the Prem ſſe have ſigned and ſubſcribed the ſame wi my hand and Subſcription uſed, bei thereunto ſpecially called and required.

4. Diſpoſition and Aſſignation to an Heretab Bond.

BE &c. Me D. *Foraſmuchas* the Deceaſt by his Heretable Bond ſubſcribed be hi of the date *Bearing* That I had adva ced, payed and delivered to the ſaid *E.* in n merat and down told Money at then la *all and hail* the Sum of *And therefore* t ſaid *E.* band and oblidged him to have Infe and Seaſed me my Heirs and Aſſigneys, *In and hail* an yearly Annualrent of as t preſent Annuel of the Sum of to be aug mented and diminiſhed, conform to the Ac of

of Parliament, yearly to be uplifted and taken at two Terms in the year *Lambmas* and *Candlemas* be equal Portions, furth of *all and haill* the Lands, Lordship, Barony and Regality of comprehending the particular Lands, Teinds and others mentioned and contained in his Infeftments thereof, with all and sundry the manner places, Houses, Biggings, Yards, Orchards, Coals, Coal-heughs, parts, Pendicles and Pertinents whatsomever, lying within the Heriffdom of to be holden, with Warrandice, and under Reversion, in manner mentioned in the said Heretable Bond, as the samen, containing an Oblidgement for payment of the said Principal Sum at a certain Term, under a Penalty, and a Precept of Seasin in the end thereof, with several other Clauses and Provisions Insert and *Registrat* in the Books of Conncil and Session, upon more fully bears. *Conform whereunto* I was upon the day of duely and lawfully Infeft and Seased the foresaid yearly Annualrent, to be uplifted and taken furth of the said Lands, and at the Terms above-mentioned, as my Instrument of Seasin under the Sign and Subscription *J:* Nottar Publick, duly Registrat at *Edinburgh* upon the ——day thereafter, also more fully bears. *And now seing* R. has made payment to me of a certain Sum of Money, equivalent to the Sum after Assigned and disponed hereof I grant the Receipt, and discharges

him thereof for ever. *Therefore wit ye me* t
have ſold and diſponed, *Likeas* I be th
Tenor hereof ſell, diſpone and aſſign, to an
in favours of the ſaid *R.* his Heirs and A
ſineys whatſomever, *all and haill* the foreſai
yearly Annualrent &c. yearly to be uplifted an
taken at the foreſaid two Terms *Lamb*: & *Ca*
by e ual portions furth of *all and haill* the Land
Lordſhip, Barony, Regality and others above
written, with the Pertinents, together wit
all Right, Title and Intereſt, that I have, ha
or any ways may have, claim or pretend ther
to, And binds and oblidges me my Heirs an
Succeſſors, to Infeft and Seaſe the ſaid R. an
his foreſaids in the foreſaid yearly Annualren
of——to be uplifted at the Terms, and furt
of the Lands above written, and that by tw
ſever l Infeſtments and manner of Holdings, th
one thereof to be holden of me and my Hei
and the other, to be holden frae me and the
of my immediat lawfull Superiors thereof. bot
in free Blench, for the yearly payment of
penny *Scots* Money, upon the ground of th
foreſaid Lands, at the Feaſt and Term of *Whi*
Sunday in name of Blench Duty, if it be
asked allennerly, ſicklike and als freely in a
reſpects as I held or might have holden th
ſamen my ſelf, and that either by Reſignatio
or Confirmation, or both as beſt ſhall plea
the ſaid R. and his foreſaids, and thereupo
to grant, ſubſcribe and deliver in their Fa
vours Charters, Procuratries of Reſignatio
and Precepts of Seaſins and all other Wri

nd securities requisit and necessary, with War-
ndice in manner above-specified. *And for*
e better effectuating of the said Infestment
Resignation, I be the Tenor hereof Make
nstitut and ordain (*blank for a Line*) and
an of them, conjunctly and severally my
wfull Procurators, Actor, Factors and special
rand Bearers to the effect after-specified, gi-
ng, granting and committing to them, or
y of them, my full power, warrant and com-
ssion, for me and in my name, and upon
behalf, to compear at whatsomever time
d place convenient, before my immediat law-
l Superiors of the said Annualrent, and there
th all Reverence and Humility as becomes,
rely and simply by Staff and Bation as use is,
resign, surrender, upgive and overgive and
iver *all and hail* the foresaid yearly Annual-
t of ——to be uplifted and taken out of the
nds, Lordship —— above-mentioned, toge-
r with all Right, Title, Interest, claim of
ght, Property or possession, that I had, have
any ways may have, claim or pretend there-
In the hands of my saids Superiors thereof
heir Commissioners, having power to re-
e Resignations, and grant new Infestments
he samine, *in favours* and for new Infeft-
nts to be made, given and granted to the
R. and his foresaids, heretably and un-
Reversion as said is, in due and compe-
form as effeirs, Acts, Instruments and Do-
ents upon the Premisses, to take, ask and

lift, and generally all and ſundry other thing
to do requiſit and neceſſary anent the Premi
which I might do my ſelf, if perſonally pr
ſent, or which to the office of Procurator
in ſuch caſes appertains, promiſing to ho
firm aud ſtable *&c.* *And ſicklike* for the cauſ
foreſaid, I hereby Aſſign the ſaid R. and h
foreſaids, in and to the ſaid Annualrent
&c. of all years and Terms bygone, reſtin
unpayed, ſince the Term of *&c.* and yearl
and Termly in time coming during the n
Redemption thereof, and in and to the pri
cipal Sum of *&c.* whereupon the ſaid Ann
alrent is Redeemable, aud in and to the p
nalties and termly Failzies, contained in t
ſaid heretable Bond, and in and to the ſaid h
retable Bond it ſelf, hail heads, Clauſes a
Oblidgements thereof, and in and to the ſa
Inſtrument of Seaſin following thereupon, a
to all Action, Inſtance and Purſuit, and Ex
cution competent to me therefore, and to
that has followed or may follow thereup
for ever; *Surrogating and Subſtituting* t
ſaid R. and his foreſaids in my full Rig
Vice, Title and place of the premiſſes, w
full power to the ſaid R. and his foreſaids
Ask, Crave, uplift and receive the foreſaid ye
ly Annualrent of *&c.* of all years and Ter
bygone, reſting and unpayed ſince the
Term of—and yearly and Termly in t
coming, during the not redemption there

with the ſaid principal Sum above-ſpecified, hereupon the ſaid Annualrent is redeemable nd the penalties and termly failzies contained the ſaid heretable Bond, and if need beis to ll, charge and purſue therefore, as Accords the Law, Compone, Tranſact and Agree there-ent, and to give Acquittances, Diſcharges or nunciations upon receipt thereof, which ſhall as ſufficient to the receivers, as if I had made anted, ſubſcribed and delivered the ſamine y ſelf, and generally to do every thing re-iſit and neceſſary anent the Premiſſes, which night have done my ſelf before the making reof, *Which D ſpoſition and Aſſignation* a-ve-written, I bind and oblidge me my Heirs, ecutors and Succeſſors, to warrand to be od, valid, effectual and ſufficient to the ſaid and his foreſaids from my own proper Fact d Deed allennerly. *That is to ſay*, I have t made nor granted, nor ſhall not make nor nt, any other Aſſignation, Diſpoſition, unciation or Diſcharge of the emiſſes in prejudice hereof. *Likeas* I have ewith delivered to the ſaid *R.* an extract of foreſaid heretable Bond, with my Inſtru-nt of Seaſin following thereupon, to be ped and uſed by him and his foreſaids heir own proper Writs and Evidents in ime coming, at his pleaſure; And for the re ſecurity——therein to remain for Con-vation, and if need beis, to receive Exe-

cution in form as effeirs, and thereto conf
tuts——my Procurators. *Attour* to the ef
the ſaid R. may be the more convenien
Infeft and Seaſed in the foreſaid yearly A
nualrent, to be holden either of me and
Heirs, or from me and them, of my immed
lawfull Superiors thereof above-mention
I be thir preſents Make, Creat and Orda
(*blank for a Line*) and ilk an of them co
junctly and ſeverally my Baillies in that pa
giving——my full power *&c.* to paſs to
ground of the ſaid Lands, Lordſhip *&c.* abo
ſpecified, And there to give Infeftment, ſt
and Seaſin, with actual, real and corporal p
ſeſſion, of *all and hail* the foreſaid yearly A
nualrent of *&c.* yearly to be uplifted *&c.*
the ſaids two Terms above-ſpecified, furth
all and hail the Lands, Lordſhip and Baron
above-written, or furth of any part *&c.* the
of readieſt, Mails, Ferms and Duties of the
mine to the ſaid R. or his certain Actur
in his name bearer hereof, be deliverance
Earth and Stone on the ground of the
Lands. and a penny Money as uſe is, und
Reverſion always, in manner contained in
ſaid heretable Bond, and this in no ways
leave undone. The whilk to do I commit
you conjunctly and ſeverally my full pow
and warrant by thir preſents. In witneſs whe
of (written by *&c.* I have ſubſcribed t
preſents at *Edinburgh* the day of
1698, before theſe Witneſſes. 5.

An Procuratory for Premonition to receive a Sum of Money on Infeftment:

BE &c. We E. Lord &c. heretable Proprietor of the Lands, Lordſhip and Barony of &c. To have made conſtitute and ordained (*blank for a Line*) our well beloved friends, Actors, Factors and ſpecial Errand-bearers, giving, granting &c. our full power expreſs Bidding Mandament and Charge for us and in our Name, To paſs to the perſonal preſence of S. ſecond lawfull Son to an Noble Earl *James* E. of &c. his Father, and their in preſence of an Nottar and Witneſſes as effeirs, lawfully premonize, Warn and Charge the ſaid S. Earl of and his Father, and as Tutor, Guider and lawfull Adminiſtrator to him of the Law, and all others his Tutors and Curators, if he any has for their Intereſts, and that 40 days preceeding the Term of &c. next to come, to compear in St. *Geils* Kirk in *Edinburgh*, and there at that place thereof, where the Tomb of Umquhile *James* Earl of *Murray* is Situated, and to number tell and receive, upon lawfull Renunciations and Diſcharges the ſum of &c. *Scots* Money, whereupon the ſaid S has Infeftment of the Lands and Lordſhip of &c and now Redeemable be us from him, conform to our Right of Reverſion, Clause or Proviſion of Reverſion, contained in his Infeftments

and Heretable Bond, granted by Umquhil
my Father, to the ſaid S. his Good-ſir thereof,
grant the ſaid Annualrent to be lawfully redee
ed acquitted, Acts, Inſtruments and other Doc
ments, to take upon the ſaid Conſignation
the ſaid Sum, in caſe of abſence or refuſal, a
generally all and ſundrie other things
do and uſe anent the Premiſſes, ſicklike and a
freely in all reſpects as I might have done m
ſelf, if I were perſonally preſent, *Firm a*
ſtial holding and for to hold all and whatſo
ever things my ſaid Procurators lawfully does
ought to be done anent the Premiſſes, unde
the pain of Law, In witneſs whereof we ha
ſubſcribed thir preſents with our hands (wri
ten *&c.*) at *&c.*

C. Inſtrument of Premonition thereon:

Apud Edin: *tertio die Menſis Februarii Mill*
Regnique &c.

THE *whilk day*, in preſence of me. *N.*
&c. compeared *&c.* Procurator for
and paſt *&c.* preſence of *C.* And the
and there after publick and open reading
the Heretable Bond under-written, containi
therein the Reverſion. Proviſion & conditio
of reverſion above-ſpecified, together wi
the foreſaid Letter of Procuratory made due a
and lawfull Premonition to the ſaid *C.* by for
warni

warning and premonising him to compear within the Kirk of —— commonly called —— upon *Candlesmas* even next to come, betwixt *&c.* and their receive from the said B. or his Procurator for and in his name, the Sum of *&c.* principal, with the hail bygone Annualents thereof, and other Sums that shall be found duly resting, owing, unpaved, and that for the lawfull redemption, loosing and outquiting from the said *C.* and his foresaids, *all and hail* the Lands of *&c.* lying *&c.* with Houses *&c.* and of the hail benefit he or his foresaids has or may any ways have claim or pretend thereto, by vertue of the heretable Bond after specified, and to hear and see the said *B.* and his foresaid Procurators in his name fulfill and perform to the said *C.* the hail heads Oblidgements and Conditions and Provisions specified in the said Reversion, Condition and Provision of Reversion contained in the said heretable Bond, made and granted by the said *B.* to the said *C.* thereanent dated *&c.* registrat *&c.* after the Form and Tenor of the said heretable Bond, and Infeftments following thereupon in all points; And to hear and see the hail remanent order used for Redemption *&c* of the said Lands *&c.* from the said C conform to the said heretable Bond and Infeftments following thereupon, Laws and Practique of this Kingdom, used and observed in the like cases; And als protested, that in case of the said

ſaid *C.* his abſence, delay or refuſal, to accept and receive performance of the foreſaid Re verſion from the ſaid *B.* and his foreſaids Pro curators in his name, or grant the foreſaid Lands *&c.* to be duly and lawfully looſed, a quitted and redeemed frae him and his fore ſaids, that then and in that caſe the ſaid will conſign *&c.* and thereupon ſhould hav full and free ingreſs, regreſs and acceſs in an to the property and heretable and irredeemab Poſſeſſion of the ſamen. And that the ſaid and his foreſaids might be perpetually ſeclude theretrae, and all Right and Title theret ficklike as if the ſaid heretable Bond had neve been granted, and that the foreſaid order Redemption, ſhould be holden and repu as legal valid and effectual to all intents an purpoſes upon Conſignation of the ſaid Sum in manner at length expreſt in the foreſaid h retable Bond, *Upon the whilk &c:*

7. *Inſtrument of Requiſition conform to a Pr curatorie in favours of the Creditor Annualrenter.*

THe *whilk day* and Place, in preſence me *N. P.* and Witneſſes *&c.* compea ed perſonally a diſcreet man *D.* Procu rator for and in name and behalf of *C.* ſpe ally co ni u: by his Letters of Procuratoy ſu ſcribed of the date *&c.* and paſt tot he p ſon

ſonal preſence of *R*: and after Production of the foreſaid Procuratory and heretable Bond under written, and publick and open reading thereof, made due and lawfull Requiſition to the ſaid *R* to have in readineſs and make payment and deliverance to the ſaid *C.* or his Procurators in his name, and on his behalve of *all and hail* the principal Sum of *&c.* and hail bygone Annualrents thereof, with the Termly failzies of the ſamine incurred, that ſhall happen to be reſting for the time, and that upon *Candleſmas* Even next to come in the year *&c.* betwixt the Sun-riſing and down paſſing thereof, within the Kirk of *&c* conform to the Tenor of the ſaid Heretable Bond, made and granted to the ſaid *C.* by the ſaid *R.* for that effect, dated *&c.* and proteſted in caſe the ſaid *R.* did failzie to make payment in manner and at the time and place foreſaid, that then and in that caſe he ſhould be lyable in payment to the ſaid *C.* of the Sum of *&c.* of Expenſes, after the Form and Tenor of the foreſaid heretable Bond in all points; And als proteſted that the foreſaid Requiſition, nor any other thing that ſhould happen to follow thereupon, ſhould in no ways derogat from or be hurtfull or preiudicial to the foreſaid heretable Bond, or any Clauſe, Oblidgement, Condition or Proviſion therein contained, but that notwithſtanding of the ſamen, he might make uſe thereof to all intents and purpoſes, as if the ſamen

Re-

Requisition had never been made, *Upon the whilk &c.*

8. *Instrument of Redemption and Consignation*

THE *whilk day* &c. compeared *&c.* and past to the Kirk of *&c.* and then and there, after Production and publick and open reading of his foresaid Procuratorie, together with an heretable Bond made and granted by *D.* to the said *C.* of the date —— wherein the said *D.* for the Causes therein specified had Infeft the said *C.* in an yearly Annualrent of —(*deduct the Sum Bond and Lands*) Together with an instrument of Premonition, Bearing that the said *D.* had by his Procurators therein contained, upon the day of and being 40 days preceeding this instant *Candlemas* even, duely and lawfully premonished the said *C.* to compear this present day and place, betwixt the Sun rising and down passing of the famine, to receive from the said *D.* or his Procurators in his name, *all and hail* the above mentioned principal Sum of *&c.* with the hail bygone Annualrents thereof, and such other Sums as shall be found due, resting unpayed, and that for the lawfull Redemption *&c.* from the said *C.* and his foresaids, *of all & hail* the said Lands of *&c.* lying in manner above expresst, and of the hail benefit he or his foresaids has or any ways may pretend there-

to

to, by vertue of the foresaid Heretable Bond, and to hear and see the said *D.* and his Procurators in his Name, fulfill to the said *C.* the haill other heads. conditions *&c.* contained in the said heretable Bond, Reversion, Condition and promise of reversion, contained in the said heretable Bond, conform to the Tenor thereof, and Infeftment following thereupon, and to hear and see the haill remanent order of Redemption used conform thereto, as the saids Letters of Procuratory, heretable Bond, and Instrument of Premonition, containg the protestation therein mentioned, as the date above expresst bears. *And alse*, that in respect of the said *C.* his absence, the said A. Procurator foresaid had past with *&c.* officer to the most patent Door of the said Kirk and there caused the said Officer three several times, after crying three several Oyesses respective and successive, Call, Warn and Premonise the said *C.* to compear to the effect foresaid, and he not compearing, nor no other in his name and behalf, the said *A.* Procurator foresaid, in name and behalf of the said D. produced several great Baggs of Money, and after he had opened the famine, and began to Compt, Number and tell down the Money therein contained, Compeared P. Procurator for and in name of the said *C.* who declared himself ready to receive the foresaid Sums, But being several times desired and required

quired by the ſaid *A*, to produce a ſufficient Renunciation and Diſcharge of the foreſaid heretable Bond and Infeftment in the ſaid Lands *&c.* And the ſaid *A.* offering upon Production thereof to pay the ſaid hail Sums and fulfill the hail other heads and conditions of the foreſaid Reverſion; And there being no renunciation produced, Therefore and after attending at the ſaid Place till the Sun ſetting, the ſaid A. as Procurator foreſaid, and in name of *D.* proteſted ſolemnly, That conform to the ſaid Heretable Bond and redemption therein contained, he would make due and full Conſignation of the foreſaid principal Sum *&c.* in the hands of the Theſaurer, or of the Dean of Gild of the ſaid Burgh of *&c.* moſt reſponſal for the time to the effect above and under expreſt. *Likeas* immediatly thereafter the ſaid A. Procurator foreſaid, having ſought for the ſaid Theſaurer and Dean of Gild and not finding any of them, paſt to the perſonal preſence of *B.* one of the preſent Baillies of the ſaid Burgh, and conſigned the ſamine Sums in his hands, who accepted thereof, to be made furth coming to the ſaid *C.* *And thereupon* the ſaid *A.* as Procurator foreſaid proteſted that the ſaids Lands and Annual-rents with *&c.* might be holden as lawfully redeemed frae the ſaid *C.* and his foreſaids And that the ſaid *D.* might have full and free regreſs, ingreſs and acceſs in and to the

e ſaid Property and heretable and irredeem-
ble Poſſeſſion of the ſaid Lands *&c.* and the
id *C.* and his foreſaids perpetually ſecluded
nd debarred therefrae by vertue of the fore-
id redemption and Conſignation, And alſe
oteſted for the Coſt, Skaith, Damnage, Inte-
ſt and Expenſes ſuſtained by the ſaid *D.* and
s foreſaids throw the ſaid *C.* his not compear.
g to accept the ſaid Sums, and not making the
reſaid renunciation and grant of redemption
manner above expreſt, conform to the fore-
d reverſion, heretable Bond and Infeftment
llowing thereupon, and Procuratory and
ſtrument of Premonition above-mentioned,
d Law and Practique of this Realm made
d obſerved in the like caſes in all points, U-
n the whilk all and ſundry *&c.* Theſe things
re done &c. within the ſaid Kirk &c. and
thin the dwelling houſe of *&c.* the ſaid
illie *&c.*

. *A Diſcharge of a heretable Bond and Renunciation of Infeſtment.*

BE *it Known* &c. Me R. *Foraſmuchas* there was an yearly Annualrent of —— granted to me by D. out of his Lands *&c.* conform to a Heretable Bond granted d ſubſcribed to me thereupon of the date . redeemable upon payment of the ncipal Sum of *&c.* therein contained, and the

the bygone Annualrents thereof, resting u
payed, and termly failzies incurred and d
for the time, as the said Bond containing
veral other Clauses, Conditions and Provisio
registrat in the books of &c. and Infeftme
in the foresaid Lands following thereupon
the date &c. more fully bears. *And now*
ing S. lawfull Son to the said *D.* has ma
payment to me of the foresaid Principal Su
of &c. with the hail bygone Annualrents a
termly Failzies contained in the said hereta
Bond, resting, owing and incurred, in full pa
ment and satisfaction of all that I or my for
saids can ask, claim or crave from the said
and his foresaids by vertue of the said heretab
Bond and Infeftment above-written followi
thereupon, whereof I grant the Receipt, a
holds me well content, satisfyed and paye
renuncing hereby all Exceptions &c. forev
Therefore &c. to have exonered, quit claime
and simpliciter Discharged; *Likeas* I the sa
R. for me my Heirs &c. exoners &c. the sa
S. his Heirs &c. of the foresaid principal Su
of &c. and hail bygone Annualrents restin
unpayed, and termly failzies and liquidat E
penses incurred, and of the foresaid Heretab
Bond it self and Infeftment following there
pon, hail Heads, Clauses and Conditions ther
in contained, and declares all and hail t
foresaid Lands &c. to be duly and lawfull
redeemed, loosed and acquitted frae me a

ny foresaids be the said S. and his foresaids, nd that he has truly and with effect fulfilled o me the hail Heads, Oblidgements and Co- itions of Reversion above-mentioned, and erefore I hereby renunce the said Infeftment nd for me and my foresaids upgive and over- ve to and in favours of the said *S.* and his oresaids, *all and hail* the said Lands *&c.* ly- g *&c.* together with the foresaid Heretable ond and Seasin following thereupon, and il heads *&c.* thereof conceived in my favours gether with all other Right, Title *&c.* which or my foresaids had, has *&c.* to the said nds, or any part or portion thereof in time oming for ever, to be peaceably brooked joy- and possessed by the said S. and his fore- ids *&c.* and as if the foresaid heretable Bond d Infeftment had never been made nor gran- d. In Testimony of all which, I have in- antly delivered herewith the said heretable ond and Infeftment above-written, oblidg- g me and my foresaids to warrand *&c.* this esent Discharge and Renunciation from fact d Deed *&c.* Registration *&c.*

. A *Contract of Wodset of Lands principal and Warrandice with a Back-tack.*

AT *Edinburgh* the —— day of — it is appointed, Contracted *&c.* betwixt &c, *They are to say H.* heretable Proprietar

the Lands and others under written. with th
Pertinents, with advice and consent of W h
Spouse, for all right of Conjunct-fee, Liferen
Terce and others whatsomever, which she ha
or any ways may have, claim or pretend ther
to, and the said V. for her self, her own right a
Interest, with Consent &c. & he taking burden
pon him for her, And also with consent of
their eldest Son and appearand Heir for h
right and interest, and the said S. for himse
and with the special advice and consent of t
said Father as Tutor, Guider and Administ
tor of the Law for him, and he taking h
burden on him for the said S. his Son to t
effect under-written, and they all with o
advice, consent and assent on the one pa
and L. on the other part, in manner, fo
and effect following, That is to say, Forasmu
as the said L. has instantly delivered to
said H. all and hail the Sum of 4000 Me
Scots Money, whereof the said H. grants
Receipt &c. Therefore the said H. w
consent (ut supra) and they all with one c
sent and assent has sold, annalized and disp
ed for them their Heirs &c. sell &c. To
in favours of the said L. his Heirs and As
neys whatsomever, heretably, redeemable
wise and under reversion as afterspecified, all
hail that Tenement lying &c. with the pertin
and that principally, together with
and hail that other Tenement of Land ly
&c. and that in special Warrandice and S
said Lands and others princi

ſponed as ſaid is, to the effect, that if the incipal Lands happen to be evicted or appri- from me or the ſaid &c. by any pretending tereſt for whatſoever Cauſe or occaſion, then d immediatly thereafter, he may and ſhall ve Right and Intereſt to the ſaid Warran- e Lands, and to the ſetting and raiſing reof, out-putting and in-putting Tennents, ſlitting the Mails, Ferms &c. at leaſt ſo much reof as ſhall effeir and correſpond to what ll be evicted or appriſed of the ſaid princi- Lands, ay and while he be put in the poſ- ion of the ſaid principal Lands: *In which* e of Eviction only and not till then, the rrandice Lands ſhall be effectual to him, to- her with all Right, Title, Intereſt, Claim ight, Kindneis, Property and Poſſeſſion, as l Petitor as Poſſeſſor, which the ſaid H. his l Spouſe and Son, or any of them and their ſaids had, has or any ways may have, claim retend thereto, or to any Part or Portion reof, with the Pertinents in any time coming the ſaid H. with conſent (at length *ut ſu-*) binds and oblidges him and his foreſaids all convenient Diligence, on his own pro- Moyen and Charge and Expenſe, duly, va- and ſufficiently to Inſett and Seaſe the ſaid is Heirs and Aſſigneys &c. Heretably and emably &c. *In all and Lail* the ſaid Te: ents, principally and in warrandice above oned with the Pertinents, and that by two

ſeveral Inteſtments &c. the one to be holden o
me and my foreſaids Heretors of the ſaid Land
and others reſpective above written, in fr
Blench for payment of &c. Penny on the groun
of the ſaid Tenement, at the Term of *Whitſunda*
yearly in name of blench Farm if &c. and t
other of the ſaids Inteſtments to be holde
from the ſaid H. and his foreſaids, of o
Soveraign Lord and Lady the King and Quee
Majeſties and their Succeſſors my immedi
lawfull Superiors thereof in free Burgadge f
ſervice of Burgh uſed and wont, ſicklike a
als freely in all reſpects as the ſaid *H.* him
or his Authors and Predeceſſors, hold, h
or any ways may hold the ſamine themſel
and that either by Reſignation or Conſigna
on, or both as the ſaid *L.* and his foreſa
ſhall think convenient. And thereupon
ſaid *H.* with the Advice, Conſent and Aſſ
of his ſaid Spouſe and Son, and they for the
ſelves, and with Conſent of the ſaid *H.*
he taking burden on him in manner as afo
ſaid, binds and oblidges him &c. to M
Grant, Subſcribe, Perfeit, Seal and Delive
the ſaid L. and his foreſaids all Charters o
taining Procuratories of Reſignation, Pre
of Seaſin, and other Writs and Securities
quiſit, with all Clauſes &c. for the ſaid *L.*
Security of the foreſaid Lands and Tenem
Principal and Warrandice above-diſpo
with the Pertinents, Redeemable al wiſe &u

e Reversion after-specified *Which* Infeft-ents and either of them shall bear and con-in this expres and special Clause of Warran-ce following. *Likeas* and to the end the d *L.* and his foresaids may be the better in-t in the saids Lands above-disponed be Re-nation, the said H. with consent foresaid s made constitut *&c.* and ilk ane of them njunctly and severally his very lawfull &c ocurators &c. to compear personally before Provost or any of the Baillies of the said rgh of *Edinburgh* as before our S. L. the ng and Queens Majesties, my immediat law-l Superiors thereof &c. in favours &c. new feftments &c. *For the whilk Wosset* and on other part, the said *L.* has Back-set and Back-Tack and Assedation letten to the said and W. his said Spouse and longest liver them two in Liferent, and their said Son Fee, for the Mail and Dutie under-written, *and hail* the said Tenements with their per-ents principally and in Warrandice above-sponed during the not Redemption under-itten, there entry thereto, being hereby de-red to be and begin at the Term of &c and nceforth to endure during the space foresaid d which Tack &c. *(Warrandice from Fact d Deed)* Therefore the said H. his Spouse d their said Son, binds &c. to pay to the d L during the space foresaid, yearly the m of 160 *lib.* at two Terms in the year

Whitsunday and *Martinmass* in Winter be
qual portions of Mail and Duty, beginnin
the first Terms payment thereof at *Whitsund*
next for the Term immediatly preceeding, a
swaiurth yearly and termly therea ter durin
the not Redemption above specified. *Of t*
which Mail and Duty the said H. &c. bin
&c. to make good &c. payment to the said
and his foresaids in manner, and at the Term
beginnig as a foresaid, with the Sum of &
of liquidat Expenses for ilk Terms failzie
ties quoties but Desalcation. *And farder*
warrand, free &c. the said L. and his for
saids of all Stents, Cesses, Excises, Taxation
impositions, Annuity, Minister Stipends, Re
ders and School-Masters Sallaries, or oth
publick or privat Burdens, imposed or to
imposed on the said Tenements, during t
not Redemption after-specified. *And mor*
over the said L. binds &c. to make, subscri
&c. to the said *H.* and his foresaids on the
own Expenses, a sufficient Letter of reversi
for redeeming, lousing and outquitting of t
foresaid Tenements above-disponed, contai
ing the foresaid principal Sum of 4000 Mer
Together with the foresaid Mail and Back-ta
duty, of all years and Terms that shall happ
to be resting for the time, and hail term
Failies incurred, and that in Gold and Silv
Money of this *Realm*) all Brasse Money, Copp
and bate Money excepted) to be payed in
Ge

Bells Kirk in *Edinburgh*, at that part thereof
ner the Earl of *Murray* his Tomb is situated
pon the Premonition of 40 days to be made
fore any Feast or Term of *Whitsunday* or
Martinmass be the said *H.* and his foresaids
ersonally, or as his Dwelling house for the
me, in presence of a Nottar and Witnesses
effeirs for that effect. *And in case* of ab-
nce or refusal, to be consigned in the hands
the Thesaurer or Dean of Gild of the said
rgh, being responsal for the time, to be
ade furth coming to the said L. and his fore-
ids, on the Perril of the Consigner. *And it*
declared, that untill such time as the fore-
d Mail and Back tack-duty of all years and
erms resting for the time, and haill termly
ilzies that shall be incurred, be either payed
Consigned in manner foresaid, with the
d Principal Sum of 4000 Merks all in good
c. no lawfull redemption shall be repute or
lden to be made, and that the foresaid re-
rsion shall contain all other Clauses of rever-
n used and requisit in form as effeirs. *Like-*
it is hereby declared, that these presents or
feltments to follow thereupon, or an authen-
k extract shall beals good, valid and effectual
r useing the foresaid order of redemption, as
particular Letter of reversion were made,
led &c. and registrat apart, with all Solem-
ties used, notwithstanding of whatsomever Law
Practique in the contrair, which hereby are

dispensed with for ever. *And notwithstanding* of the Premisses, if it shall please the said *L.* rather to have the said Principal Sum of 4000 Merks than to retain the foresaid Security, Then and in that case the said *H.* as principal and *C.* as Cautioner with consent &c. binds conjunctly and severally them and their foresaids, to make good and thankfull payment to the said L: and his Heirs &c. of the foresaid hail priucipal Sum, together with the foresaid Back-tack-duty of all yeats and terms resting for the time, and termly Failzies incurred, and that upon the Requisition of 4 days to be made before any Term of *Whitsunday* or *Martinmass* be the said L. and his foresaids, to the said H. and his foresaids, personally or at their Dwelling places, in presence of a Nottar and Witnesses as effeirs, with the Sum of—— Money foresaid of Expenses in case of Failzie, attour fulfilling and performing of the Premisses without Defalcation. *And finally* the said L. oblidges him and his foresaids upon Receipt of the foresaids Sums by vertue of the said Requisition at the said time appointed for that effect or thereafter with the failzies aforesaid, to subscribe upon the said H. and his foresaids their own Charges a sufficient grant of Redemption and Renunciation of the foresaid heretable Security and Tenement Principal and Warrandice above disponed, and Sums therein contained, with all that has followed

lowed or may follow th reupon, and to deliver to the ſaid H. aud his fore aids the hail Evidents and Writs thereof to be cancelled or otherwiſe diſpoſed upon by him and his foreſaids as effeirs. *And laſtly* the ſaid H. binds him and his foreſaids to move and cauſe the the ſaid W. his Spouſe compear judicially before any Judge ordinary and there *extra præſentiam mariti*, ratifie and approve theſe preſents and Inteſtments to follow thereupon, and give her ſolemn Oath that ſhe was no ways coacted, compelled, ſeduced nor entiſed thereto, and that ſhe ſhall never come in the contrair thereof in Judgement or out w thdirectly nor indirectly in time coming, And alſe to move and cauſe the ſaid *S.* his Son, ratifie and approve theſe preſents and Inteſtments to follow thereupon at his Majority and perfect Age of 21 years compleat, and for the more ſecurity *&c.* Regiſtration *&c.*

12. *Inſtrument of Reſignation on a Wodſet.*

IN Dei nomine Amen &c. In preſence of a Noble Lord *A.* Superior of the Lands and others under written, And in preſence of me N. Pub and Witneſſes after ſpecified, compeared perſonally **P.** as Procurator, ſpecially conſtitut for H. be his Letters of Procuratorie contained in a Contract of Wodſet, paſt betwixt him and L. on the one and other parts

dated

dated &c. whereby for the Sum of &c. then received from the said L. by the said H. he sold, disponed and wodset to the said L. his Heirs &c. heretably under the Reversion and Redemption therein contained, *all and hail* the said *H.* his Lands of &c. lyand &c. with the Pertinents, under the Redemption alwise specified in the said Contract of Wodset, and to be contained in the Infeftments to follow thereupon, as in the said Contract and Security of the date foresaid is more fully expreſt, containing a Back-tack to the said *H.* upon payment of the Mail and Duty, and at the Terms therein mentioned. *And there* the said P. Procuratorforesaid, with all due humility and Condinge Reverence as becomes, purely and simply by Staff and Bastion as use is, Resigned, Surrendred add simpliciter upgave overgave and delivered *all and hail* the saids Lands of——lyand as said is, with the Pertinents, in the hands of the said Noble Lord, immediat lawfull Superior thereof, Together with all Right, Title, Interest claim of Right Kindness, Property and Possession, as well Petitor as Possessor, which the said H. had, has or any ways may have, Claim or pretend thereto, *In favours* and for new Infeftments thereof, to be made and granted to the said *L.* and his foresaida heretably under the Redemption alwise therein mentioned, in such due and competent form as effeirs. *Whilk* Resignation

ration, swa made, the said Noble Lord admitted and accepted, by receiving the said Staff and Bastion from the said P. as Procurator for and in name and behalf of the said H. And immediatly thereafter gave, granted and delivered the foresaid Lands of——lyand as said is with the Pertinents, and that be deliveranee to the said L. personally present, of the said staff and Bastion as use is, to be brooked and possest by him and his foresaids as effeirs, Redeemable alwise and under the reversion contained in the foresaid heretable Contract and infeftments to follow thereupon in all points, *upon which* all and sundry the Premisses, the said L. asked and required Instruments and Documents ane or more in the hands of me N.P. under subscribing. These things were done within——betwixt ten and eleven Hours in the Forenoon, Day, Moneth, Year of GOD and of their Majesties Reign respective above set down, before these Witnesses &c. and divers others specially called and required to the Premisses.

13. *Instrument of Seasin in Tenements.*

IN the Name of GOD *so be it*, Be it known to all men, and evidently seen be these publick Instrument, that upon the —— day of &c. in the year of the Incarnation of our Lord and Saviour 1699 years, and of our Soveraign

Lord

Lord King *William* second of that Name, the eleventh year, in presence of me Nottrr Publick and Witnesses under written, came personally present *B.* one of the Baillies of the Burgh of *Edinburgh*, at the earnest desire of P: Writter their Procurator for H. by his Latters of Procuratorie contained in the heretable Security and Contract of Wodset after mentioned, to the effect after specified, specially constitut first to *all and hail* that the said H. his Tenement of Land back and fore which Pertained of old to Umquhil &c. afterward to &c. and now to the said H. heretablie within the said Burgh at the head of &c. Wynd on the North side of the High Street, betwixt the Lands of &c. on the West, the Lands of &c. on the East, and the Lands of &c. on the South parts &c. next to *all and hail* that his other Tenement of Land under and above called of old &c. lying &c. betwixt &c. Thirdly to *all and hail* that the said H. his other Tenement of Land, with the Yard and Pertinents lying &c. pertaining of old to &c. Grand sir to the said *H.* at the Foot of the &c. Wynd, betwixt &c. And lastly to *all and hail* that the said H, his other Tenement of Land and Schops and laigh Cellars facing to the Fore-street of the said Burgh, at the head of —— Close &c. *And there* respective and successive the said *P.* as Procurator foresaid for the said H. for fulfilling of his part of the

heretable Security and Contract of Wodset of date &c, granted and subscribed be him in favours of *L.* resigned, renounced, freely quitclaimed and discharged, and be Earth and Stone overgave and delivered *all and hail* the foresaid Tenements, Yards and others respective above expresst, and in the foresaid Contract and heretable Security above-specified, in the hands of the said *B.* Baillie, as in the hands of our Soveraign Lord the Kings Majestie the said H. his immediat Superior thereof, *In special favours* and for new Infestment and Seasin to be given back again be the said Baillie of the same to the said L. his Heirs and Assigneys heretablie under Reversion and Redemption always of the principal Sum of &c. with the hail bygone Annualrents, termly Failzies, or Back-tack duties &c. that shall happen to be resting for the time, in manner mentioned in the said Bond and heretable Contract, *whilk Resignation* being swa lawfully made and accepted of the said Baillie, he by vertue of his Office and at desire of the said Resigner, gave heretable State and Seasin, real, actual and corporal Possession of *all and hail* the forenamed Tenements and Yards with the Pertinents under Reversion and Redemption at the Terms and in manner at length mentioned in the said Contract above-specified, to *A.* as Acturney for the said L: be deliverance to him of Earth and Stone of the ground of the foresaid Lands respective

and ſucceſſive, after the Form and Tenor of the foreſaid heretable Contract of Wodset and procuratory of Reſignation therein contained, in all points, *upon which* all and ſundry the Premiſſes the ſaid *A.* Acturney foreſaid asked and took Inſtruments on or more in the hands of me Nottar Publick under-ſubſcribing. Thir things were done on the ground of the foreſaid Lands reſpective and ſucceſſive betwixt the hours of —— Day, Moneth, Year of GOD, and of his Majeſties Reign above-written before *&c* and *&c*: Town Officers of the ſaid Burgh ſpecially called and deſired to the Premiſſes.

And J: W: *&c*: *Clerk of the Comunity of the Burgh of* Edinburgh *Nottar Publick by* Royal *Authority, becauſe I was perſonally among and preſent with the forenamed witneſſes, while all and ſundry the premiſſes were ſo ſaid, acted and done as above ſet down, and in that I ſaw, knew and heard all and ſundrie the premiſſes, and took a Note, and I put in this publick form of Inſtrument (written with my own hand) I have ſigned and ſubſcribed with my Sign Name and Sirname, uſed and wont, in Faith, Strength and Teſtimony of the Truth of all and ſingular the Premiſſes, being called and required thereto.*

14. *An Eik to a Reversion:*

BE &c. *Forasmnchas* I be my heretable Bond (or Contract of Wodset past betwit &c. subscribed with my hand of the date &c. for the Sum of 1000 Merks therein contained payed to me by L. did bind and obligde me &c. duly and lawfully to infeft and seale (or did Sell, Dispone and Wodset &c. the said *L.* his *Heirs* or Assigneys one or more, *in all and haill* an yearly Annualrent of &c. or what further &c. to be uplifted &c. and that under Reversion (or the Redemption) to be contained in the foresaid heretable Bond, as the samine containing diverse other Clauses, at more length bears. *Likeas* conform thereunto, the said L. was upon &c. duly Infeft and Seased in the foresaid yearly Annualrent (or Lands) conform to the said heretable Bond (or Contract of Wodset) in all points, as authentick Documents and Instruments taken thereupon, under the Sign and Subscription mannual of W, Nottar Publick duly Registrat, conform to the Act of Parliament at more length bears. *And sicklike*, for the farder Security of me and my foresaids nent the loosing, out quitting and redeeming the foresaid Annualrent (or Lands Wodset) the said L. be his Letters of Reversion, sealled and subscribed with his hand of the date &c.

making

making mention of the Premiſſes, band an
oblidged him *&c.* that how ſoon and whenſo
ever I ſhould make payment to him and h
foreſaids of the Sums of Money, Principal, An
nualrents and termly failzies, and liquidat Ex
penſes ſpecified in the ſaid heretable Bond, o
the ſaid principal Sum, bygone Tack Duties
and termly failzies *&c.* and at length men
tioned in the ſaid Letter of Reverſion, in ma
ner, at the time and place, and upon the Pr
monition therein ſpecified, then and immedi
atly he and his foreſaids ſhould duly and law
fully, reſign and diſcharge, renunce, ſimplicit
upgive, overgive and deliver frae him an
his foreſaids, all and hail the ſaid Annualren
(or all and hail the ſaid Lands *&c.*) out o
the Lands of *&c.* lying as ſaid is, together wit
all Right, Title *&c.* thereto, and to denud
themſelves of the right thereof *omni habi
modo quo de jure. And in caſe* of the ſaid
and his foreſaids their abſence or refuſal
receive the ſaid Sum of *&c.*: *It is declared* b
the ſaid reverſion, that then and in that caſe
I or my foreſaids ſhall have full and free regre
ingreſs and acceſs to the ſaid Property, here
table and irredeemable Poſſeſſion of the ſai
Lands *&c.* and Pertinents thereof, ſicklike as
als freely, as if the foreſaid Infeftment had n
ver been granted (or the ſaid Lands had n
ver been Wodſet) and that upon Conſign
tion of the ſaid Sums in manner at length ſpe
ciſie

cified in the said heretable Bond (or Contract of Wodset) and Letters of Reversion to be made furthcoming alwise upon the perril of the Consigner, as the saids Letters of Reversion also duly Registrat, conform to the Act of Parliament at more length is contained. *Likeas* I be my Bond dated &c. bind and &c. to make payment to the said *L.* the Sum of 500 Merks principal with Annualrents therof from——last, with 100 Merks of liquidat Expenses and Annualrents during the not payment, as the said Bond also more fully bears. *And now seing* the said L. is desirous that the foresaid Sums of Money principal &c. contained in the foresaid Bond, may be farder secured to him in manner under-written; *Therefore* wit ye me to have added and eiked, *Likeas* I be thir presents adds, eiks and accumulats the foresaid Principal Sum of 500 Merks with the Annualrents and liquidat Expenses above-mentioned, to the Sums contained in the foresaid Reversion and grant of Reemption above specified, and I have heby dispended, superceeded and continued the foresaid Reversion, and all benefit of Redemption, loosing and acquitting of the foresaid Annualrent (or Lands contained in the said Wodset Right) payable and uplifrable out of the said Lands and others foresaid competent to me or my foresaids, against the said L. or his foresaids by vertue thereof, ay and while,

not only the foresaid principal Sum of 4000
Merks Money foresaid, with the Annualrents,
Expenses and Termly Failzies (or Back-tack
Duties and Penalties *&c.*) above-mentioned
contained in the foresaid heretable Bond (or
Wodset *Right*) Infeftment and Letter of re-
version above narrated. *But also* the said
principal Sum of 500 Merks, with the Annu-
alrents and Expenses thereof contained in the
foresaid Bond above deduced, be fully satisfied
and compleatly payed or consigned to, or for
the use and behove of the said L. and his fore-
said altogether, but any Defalcation, Cavil-
lation, Fraud or Guile, in manner and at the
Time and place, and upon the Premonition
bove-mentioned, contained and at length
prest in the foresaid heretable Bond (or her-
table Wodset right) Infeftment and Letter
Reversion above written in all points. *But*
prejudice always to the said L. and his foresaid
to suit all manner of Execution both perso-
and real, the one but prejudice of the other
against me and my foresaids upon the foresaid
Bond for payment of the foresaid princi-
Sum of 500 Merks, with the Annualrents
Expenses thereof, sicklike and als freely in
respects, as if this present Security had not
been granted therefore and that without
Premonition or requisition to be made or
on either hand for that effect, notwithstand-
of the foresaid eik and addition, or any

hat may follow thereupon, and yet without ousing thereof in any sorts. Consenting so he more Security &c. Registration &c.

15: *Renunciation of a Reversion:*

BE *it kend &c.* Me H. in whose favours the reversion of the Lands and others under written is conceived. *Forasmuchas* be ontract and appointment past and perfected pon &c. betwixt me and L. on the one and ther parts, I Sold, Annalized and Disponed, om me my Heirs &c. heretably to the said *all and hail* my Lands &c. And oblidged e to Infeft and Sease the said L. and his foresaids erein, to be holden in manner, and with the arrandice therein mentioned, and that redeemble alwise and under the reversion therein conined, made to me and my Heirs allennerly cluding my Donators and Assigneys whatever om any redemption of the saids Lands, or y part thereof. *Which Reversion* contains e Sum of &c. as principal, with certain Analrents, Termly Failzies and liquidat Exnies therein specified, to be payed by me d my Heirs allennerly to the said L. and foresaids, or otherwise to be consigned for ir behove, in manner at the time and place, d upon the Premonition therein at length prest, and that for lousing, redeeming and -quitting the said Lands &c. from the said

L. and his foresaids, as the said Contract of the date foresaid, with the Infeftment following thereupon, at more length bears. *And now seing* that the said L. has instantly delivered to me all and hail the Sum of *&c.* whereof I grant the receipt *&c. Therefore wit ye me*, my own well, profit and utility being at length and with due deliberation, fore seen and consider-red, to have renounced, quit-claimed, discharged, transferred and simpliciter overegiven L. *keas* I do by thir presents frae me, my Heirs *&c.* renunce *&c.* to and in favours of the said L. his Heirs and Assigneys heretably and irredeemably, but any manner of redemption, reversion or regress whatsomever, *all and haill* the foresaid Contract, in swa far as the samine concerns or may be extended to the reversion aforesaid, together with all other Contracts, Bonds, Obligations, Promises or Conditions of Redemption, made and granted, or promised to be made and granted by the said L. to me and my foresaids, for Redemption and out quitting the said Lands or any part thereof, with the Pertinents, together with the Ground-right and Property of the same, and all other Right, Title *&c.* as well Petitor as Possessor, which I or my foresaids had or thereto in time coming, with all Action, Instance, Pursuit and Execution competent or to me or my foresaids for Redemption of the Lands and others above-specified, and that

the intent, purpose and effect, the said Lands may abide and remain with the said L. and his foresaids, heretably and irredeemably as said is, to be peaceably brooked, joyed occupyed, laboured, manured, set, used and disposed upon by him and his foresalds, as their own proper Lands and Heretage in all time coming. *Likeas* in token of the Premises I have instantly delivered to the said L. the foresaid Contract, together with all other Bonds of Reversion made to me for Redemption of the said Lands—— Together with all other Contracts, Dispositions, Alienations, Assignations, Translations, Renunciations, Reversions, Back-bonds, Discharges, grants of Redemption, Tacks, Rentals, Decreets, Sentences and Processes of Approving, Adjudications, and other Decreets, Charters, Precepts and Instruments of Seasin, Procuratories and Instruments of resignation, and all other Writs, Titles, rights and Securities, made and granted to me, my Authors and Predecessors of and concerning the foresaid Lands and others with the Pertinents, or any Part or Portion thereof, to be keeped, used and disposed upon by the said L. and his &c. as their own proper Writs, Rights and Evidents in all time coming, in Judgement or out with the Lamen. *And lastly*, I bind me and my &c. to reiterat, augment, renew and reform these presents, at the sight and by the advice of men

of Law and Judgement to the ſaid L. and his foreſaids, as oft as they pleaſe, ay and while they find themſelves ſufficiently ſecured anent the premiſſes, renunciation of the foreſaid reverſian and peaceable brooking and diſpoſing on the ſaid Lands &c. keeping always the ſubſtance of what is above-ſpecified, and that upon the ſaid L. and his *&c.* their own proper Expenſes *&c.* regiſtration *&c.*

16. A *Regreſs by the Superior.*

TO *all and ſundry* whom it effeirs, to whoſe knowledge theſe preſents ſhall come, *Alexander* Lord *&c.* Superior of the Lands and others underwritten, with the *Pertinents*, Sending *Greeting* in GOD everlaſting, *Forſwamekleas*, *Albeit H:* heretable Proprietar of the Lands after-ſpecified, with the Pertinents be Contract and appointment dated at *&c* paſt perfected and Subſcribed betwixt him on the one part, and *L.* on the other part, has ſold, annailized and diſponed to and in favours of the ſaid L. his Heirs and Aſſigneys heretably and under Reverſion therein ſpecified *all and haill* the Lands of *&c* lying *&c.* with the Pertinents, to be holden from the ſaid H. and his foreſaids of us our ei and Succeſſors, his immediat lawfull Su ors of the ſame, as in the ſaid Contract, with the Charters and Seaſin following thereon more length *&c.* upon the which Alienatio th

the ſaid L. has given, granted &c. to the ſaid H. a ſufficient Letter of Reverſion in due form, containing therein the Sum of &c. of principal, with certain Annualrents, liquidat Expenſes, and termly Failzies therein mentioned, to be payed by the ſaid *H.* and his foreſaids, or otherwiſe conſigned in manner, at the time and Place, and upon the Premonition therein at length expreſt, and that for looſing, redeeming and out-quitting of the ſaid Lands of &c. from the ſaid L. and his foreſaids, as the ſaid *Letter* of Reverſion dated &c. in it ſelf bears. *Nevertheleſs* and notwithſtanding thereof, we for good Cauſes and Conſiderations moving us, for us our *Heirs* and Succeſſors whatſomever, grants, declares, and faithfully permits to the ſaid *H.* and his foreſaids, how ſoon, and whenſoever, he or his foreſaids ſhall happen to perform and fulfill the foreſaid Reverſion to the ſaid L. and his foreſaids, and thereby louſe, out-quit and redeem the foreſaid *Lands* and others abovewritten with the Pertinents, conform to the Tenor of the ſaid Reverſion in all points, then and immediatly thereafter, the ſaid *H.* and his foreſaids ſhall have full and free acceſs and regreſs in and to the property and heretable poſſeſſion of the foreſaid Lands &c. and others above-written, with the Pertinents. And we as Superiors foreſaid for us and our foreſaids now as then, and then as now be the Tenor

hereof, receive, admit, ratifie and confirm the
ſaid *H.* and his foreſaids as immediat Tenents
and Vaſſals to us and our foreſaids in the fore-
ſaid *Lands &c.* and others above-written
with the pertinents, to be holden by him and
them of us and our foreſaids, ſicklike and as
freely in all reſpects, and in all time thereafter
as they held, hold or might have holden the
ſamine at any time bygone, preceeding the fore-
ſaid Alienation, but any ſtop, hinder, obſtacle
or impediment whatſomever of Eſcheat, Recog-
nition or other perril, Inconvenience, or Pre-
tences whatſomever, to be made or moved, by
us or our forſaids to the ſaid *H.* or his foreſaids
therein, any manner of way in time coming
and promiſes and binds &c. *gratis* to grant
Charters, containing Precepts of Seaſin and o-
ther Securities needfull for that effect, the for-
ming thereof being alwiſe on the ſaid *H.* his
own Expenſes &c. In witneſs whereof &c.

17. *A Procuratory for making Requiſition of a Sum on Wodſet and Infeftment.*

WEE *A. B.* and *C.* lawfull Children and
Bairns of *L.* with expreſs advice and
Conſent of our ſaid Father, and
the ſaid *L.* as Father and lawfull Adminiſtra-
tor o the Law to my ſaids Bairns, and as ta-
king the burden for them, & with their conſent
& we all with *C.* makes, conſtitut and ordains
P

and ilk an of them conjunctly and severally ur very lawfull, undoubted and irrevock-ble Procurators, Actors, Factors and speci- Errand-bears to the effect under written, iving, granting and Committing to them and k an of them &c. our full power. plain and xpress bidding, mandment and charge for s and in our name, and upon our behalf, to ass and lawfully require, before a Nottar nd Witnesses three score days preceeding *Whit-nday* next to come, *D. E.* and *I.* lawfull Daughters and Heirs Portioners of the deceast of his first Marriage and *H.* and H. for their nterests, and *K.* and *M.* lawfull Daughters nd Heirs Portioners at the least as appear and Heirs of the said H. of the second Marriage, nd their Tutors and Curators if they any have or their Interests, to have in readiness, and or that effect to make payment to us the said *B.* and *C* and *L.* our said Father for his nterest, of the Sum of 4500 Merks *Scots* Mo-ey, contained in a Contract of Wodset, made etwixt Umquhile H. Heretor of the said Lands or the time, with consent of the said H. now f &c. his Son, and others therein specified ne the one part, and me the said L. with onsent of Umquhil S. my Spouse, for our lves, and in name and behalfe of A. B. and our said Daughters one the other part, of the ate &c. and in the Bond of Ratification and Corroboration made by the said H. and the

De-

Deceaſt H. his Father of the Date &c. in ma
ner after divided, *viz:* to me the ſaid A. t
Sum of 1500 Merks thereof, and to me t
ſaid *B.* the Sum of 1500 Merks thereof, a
to me the ſaid *C:* the Sum of 1500 Merks the
of, conform to the Right and Diſpoſiti
made and granted by our ſaid Father to us
the date &c: and for which our ſaid Fath
ſtood, and now we ſtand Infeft in the ſa
Lands of &c: lying &c: by vertue of the ſa
Diſpoſition above-mentioned, and that up
Whitſunday Even next to come, within the p
riſh Kirk of &c. betwixt the Sun riſing a
down paſſing thereof the ſaid day, and prote
in caſe of their failzie, that they ſhall be l
able in payment of the Sum of &c: Merks
liquidat penalty for the ſaid Sum, by and
tour the foreſaid principal Sums of Money, A
Inſtruments and Documents thereupon to tak
ask, lift and receive, and generally &c: pr
miſing hereby to ſtand and abide thereat fir
and ſtable, conſenting thir preſents be regiſtr
&c: to abide for ever:

Nota, *As for an Inſtrument hereon, alſo*
Procuratory of Premonition by the heret
and Inſtrument thereon, you have the Sty
of them before ſet down, in the caſe of
heretable Bond, which differs little fr
this of a Wodſet; *Likewiſe ye have an*

Strume

strument of Redemption *and Consignation, which may be used here, on which now follows,* viz.

A Bond of Warrandice by one who uses an order of Redemption *to him in whose hands the* Money *is consigned:*

DE *&c.* Me *C. Forasmuchas* upon the —— day of —— years last being *Whitsunday* even, there was consigned in the hands B. Baillie of the Burgh of — the Sum of the Redemption from *L.* Son and Heir, at last appearrand Heir to the Deceast *D.* and Tutors and Curators if he any have for their Interests of the Lands of *&c.* Wodset by to the said Umquhile *D.* under the Reversion of the Sum of *&c.* to be made furthcoming to the said D. his Heirs and Assigneys, as the said Contract of Wodset made thereanent betwixt the said *D.* and me dated &c: proports. *And now seing* the said *B.* in whose hands the said Sums was consigned in manner and to the effect above-specified, has presently at the date hereof, given up and delivered to me the said Sum of *&c.* after it was consigned as said is. *Therefore* I *ye me* to be bound and oblidged, *Likeas* I be the Tenor hereof binds &c. to warrand the said *B.* his Heirs *&c.* of all Action, Instance and Pursute that shall happen to be moved or pursued against

againſt the ſaid *B.* or his foreſaids for the ſaid Sum, and of all Decreets againſt him or the for the ſame, and of all Coſt, Skaith, Damna and Expenſes he or they ſhall ſuſtain or inc therethrow, their not thankfull and timeo Relief, with the Sum of *&c.* of Penalty in c of Failzie, *Regiſtration* &c.

19. *Renunciation of Wodſet and Reſignation remanentiam.*

BE *it Kend* &c. Me L. *Foraſmuchat*, the was a Contract and Appointment ma and paſt betwixt me and H. one the o and other parts upon *&c:* wherein for Cauſes and Sums then received and therein ſp cified, the ſaid H: ſold, annalized and diſpo ed heretably and under Reverſion to me Heirs *&c:* *all and haill* his Lands and Roo called *&c:* to be holden of the ſaid *H* and foreſaids as my immediat Superiors thereof in the ſaid Contract, with the Charter Seaſin following thereon at more length is c tained, *upon which* I the ſaid L. granted ſubſcribed a Letter of Reverſion in due For containing therein the Sum of &c: princi with certain Annualrents, liquidat Expenſes termly failzies therein mentioned, to be pa to me in manner, at the time and place, u the Premonition therein at length expreſt; that for looſing, redeeming and out-quit

the ſaid Lands of &c. from me and my reſaids, as the ſaid Letter of reverſion dated c. likewiſe more fully bears: *And now ſeing* e ſaid *H.* has made payment to me of the reſaid principal Sum of &c: with the hail by-ne Annualrents and termly failzies contain-in the ſaid Contract of Wodſet and Let-rs of Reverſion above narrated, in full pay-ent of all that I or my foreſaids can Ask, laim or Crave from the ſaid H. and his fore-ids, by vertue of the ſaid Contract and In-tment above written following thereupon; hereof I grant the Receipt, and hold me ell content, ſatisfyed and payed, renuncing l Exceptions of not numerat, or good and ual Money, or other Objections whatſome-er, that may or can be propone to the con-rare for now and ever. *Therefore wit ye me* have &c. *Likeas* I for me my Heirs and l others my Aſſignevs, hereby grants, con-eſſes and declares *all and hail* the foreſaid own and Lands of &c. to be duely and awfully redeemed, looſed and out-quitted frae e and my foreſaids be the ſaid *H.* and his reſaids, and that the ſaid *H.* has truly, real-y and with effect performed and fulfilled to e the hail Heads, Cl uſes, Oblidgements Proviſions and Conditions of the Reverſion bove-mentioned. *And further* for the rea-ons foreſaids, I have renounced, quit-claimed nd ſimpliciter upgiven, overgiven and diſ-

charged

charged *Likeas* &c. frae me and my foresai
to and in favours of the said H. and his for
saids *all and hail* the saids Lands &c. lyan
&c. Together with the foresaid heretable Co
tract and Seasin followingthereupon, hail hea
Clauses &c: and Contents of the samine, co
ceived in favours of me or my foresaids. T
gether with all other Right, Title &c. whi
I or my foresaids had, has &c. to the sa
Lands or any part or portion thereof in tim
coming for ever, and for the said *H.* his farde
Security anent the Premisses, I have made co
stitut and ordaided (*blank for a line*) m
Procurators &c. to compear before &c. th
said *H* or Commissioners &c: and that upo
any time or times, day or days, place or plac
convenient, and there for me and in my Nam
to resign, surrender &c. the foresaid Lands
——Together with all Right, Title &c: in th
hands of the said *H* or his foresaids *ad perp*
tuam remanentiam, to the effect that our for
said Right of Property to the foresaid Land
&c may be consolidat in the hands and perso
of the said *H:* and his foresaids with the
right of Superiority of the same, to be peaceab
ly brooked, joyed &c, as their own prope
Heretage in all time coming, as if the foresai
Contract and Infeftment following thereon
had never been made nor granted, Acts, In
struments and Documents &c in Testimony o
the Premisses, I have instantly and together
with

h theſe preſents delivered up to theſaid *H*, foreſaid Contract above narrated, Together h the Charters, Seaſins, Procuratories and ſtruments of Requiſitions and all other Writs ghts, Evidents and Securities whatſomever de and granted to me and my foreſaids be ſaid *H.* or his foreſaids, and of and con- ning the Lands and others above-written *s in the Renunciation of Reverſion before ſet*) and this preſent grant of Redemption, nunciation and Reſignation *adremanentiam* ind and oblidge me my Heirs *&c.* warran- ce from Fact and Deed) *regiſtration &c.*

. Backbond on an Aſſignation of Sums whereupon Adjudication is to be led.

E *&c.* Me *A. Foraſmuchas B.* and as Aſ- ſigney Conſtitut be *C.* his Brother, in and his half of the Bond after-ſpecified, and ms of Money therein contained, and con- rm to the ſaid Aſſignation made be the ſaid to the ſaid *B.* thereanent, of the date —— his Aſſignation and Tranſlation ſubſcribed ith his hand of the date *&c.* has Aſſigned nd Tranſferred to me my Heirs and Aſſigneys e Sum of *&c.* as principal with the Sum of c. Money foreſaid of Expenſes, and Annu- rents of the ſaid principal Sum, reſting un- ayed ſince the Term of *&c.* and yearly and rmly in time comiug during the not pay- ment

ment of the same, contained in a Bond ma
and granted by *P.* as principal and certain p
sons as Cautioners for him to *F* and cert
others, in name and behalf of the said *B.* a
C. to be imployed for their well equally
twixt them two, their Heirs and Assignees
the date &c. and registrat in the Books of
upon &c. and Decreet of the Lords there
interponed thereto, Together with the
Bond it self, Assignation above-specified ma
be the said *C.* to the said *B* his Brother of
half thereof, and all that has followed or m
follow thereupon, and has made and cons
tut me his Cessioner and Assignee thereto,
the said Assignation and Translation bears. A
seing it is of verity, that I have payed no Su
of Money to the said B. for the said Assignati
and Translation; But the Truth is the sam
is made to me, to the effect the Sums of Mon
principal, Annualrents and Penalty fores
hereby Assigned, may be contained in an A
judication, which *I* am to lead and deduce
gainst the said *P* for the Sums of money prin
pal, Annualrents thereof and penalty oblidg
for, contained in an other Bond made a
granted be the said *P* to my self: *Therefo
wit ye me* to be bound and oblidged, *Like
bind &c:* my Heirs *&c.* to ma
payment to the said *B* his *Heirs &c* of wh
Sums principal *&c* shall be decerned for, a
I or my foresaids shall happen to recover pa
ma

nent of, by vertue of the said Adjudication
nd Diligence to be done thereupon, and ef-
irand to the said Bond and Sums therein con-
ined, and as accumulat and decerned for in
e said Decreet of Adjudication, or else to
ake, subscribe and deliver to and in favours
the said *B.* his *Heirs* or Assigneys, an Assig-
tion and Disposition and right of a propor-
onal part of the Lands and others to be ad-
dged thereby, answerable and correspondent
the said B. his said Principal Sum, Annu-
ents thereof, and penalty oblidged there-
re, assigned and Transferred by the said *B.*
me, and as accumulat and decerned for as
ove specified, containing warrandice from
own proper Fact and Deed allennerly, and
rewith to deliver back again to the said *B.*
d his foresaids. the extract of the said Regi-
at Bond, with the foresaid Assignation made
him be the said *C.* his Brother, and the
d Assignation and Translation made be the
d B. to me, which I have received from the
d B. he paying alwise a proportional part
the Charges and Expenses to be given out
eading and deducing of the said Adjudica-
n and obtaining Infeftment thereupon *&*
ilirrtion &c.

21. *Assignation and Disposition to an Adjudication.*

BE *it known &c.* Me A: Assigney and having right in manner under-writt *Forasmuchas* upon &c. last by past as having right in manner after-mention obtained a Decreet before the Sheriff of and his Deputs against *B. C.* and *D.* lawf Daughters and Heirs Portioners to the D ceast *F.* at least as lawfully charged to en Heirs Portioners to him conform to the Act Parliament, H. husband to the said *B.* and husband to the said *C.* & all and sundry their T tors and Curators, if they any have for th Interests, Decerning them *nominibus passivis supra*, and their saids Husbands, Tutors a Curators respective above mentioned for th Interests, to make payment to me of the Su of Money Principal, Annualrents and E penses respective under written, contained the several Bonds, Assignations, Transla ons, Disposition and other Rights specifi after rehearsed, whereunto I have right in m ner after specified, *viz. all and hail* the Su of &c. as principal &c. of liquidat Expens and of the Annu. of the said principal Sum re ing unpayed since *Martinmass* &c. years, and time coming, contained in a Bond gran by the said Umquhile F. as priucipal and —

Caut

autioners to the Deceast *E.* his Heirs or Assigneys, dated &c. registrat &c. whereunto e said E, be his Assigntaion dated &c. made d Constitut *G.* his Cessioner and Assigney c. whilk Sums of Money, Bond and Assigtion above specified, in swa far as might be tended to the Sum of &c. Principal Annurents effeirand thereto, and proportional pelty thereof, the said *G.* by his Letter of Trantion Subscribed with his hand of date *&c.* isponed and transferred in favours of *I* his eirs, Executers or Assigneys, and which Asnation Translation thereof, Bond and Sums Money foresaid therein contained, the said by his Letters of Disposition Subscribed with &c. dated *&c.* sold and disponed frae him d his foresaids, to and in favours of me the said A. my Heirs and Assigney. *And sick*e, of the other principal Sum of &c. bygone nnualrents thereof, and &c. of liquidat Exnses and Annualrents in time coming during . also contained in another Bond granted the said *F.* to *L.* his Brother of date &c. hereunto the said *L.* by his Letters of Assigtion subscribed &c. dated &c. made and nstitut *K.* his Cessioner and Assigney: d whilk Bond and Assignation foresaid, and ms *&c* therein contained, he sold and asned and Trasferred frae him and his foreds, to and in favours of me and my fore ds, and in like manner of the other princi-

pal Sum of *&c.* with &c. of liquidat Expe
ſes and the Annualrents of the ſaid princip
Sum reſting unpayed and in time comi
during not payment contained in another Bon
alſo granted by the ſaid Deceaſt *F.* as prin
pal and *&c.* as his Cautioner, to *M.* his He
and Aſſigneys of date &c. whereunto the ſa
M. be his Letters of Aſſignation ſubſcribe
with his hand of the date *&c*: made and co
ſtitut *N.* his Ceſsioners and Aſſigneys; A
which Sums of Money, Bond and Aſſignati
foreſaid, the ſaid *N.* hy his Letter of Tranſ
tion of date *&c*, aſſigned and transferred
and in favours of me and my foreſaids, and
of the other Bond &c and principal Sum
&c (*wherein may be inſert as many Sums a*
Rights as you pleaſe) deduced after the ſa
manner, according to the reſpective Conve
ances and nature thereof) as the ſaid Dece
at more length bears. *And becauſe* I could
no payment of the ſaid Sums, I was compell
to raiſe Letters of ſpecial Charge to enter He
and thereafter Summonds of Adjudication,
the ſaid ſeveral Letters and Summonds a
Executions thereon in themſelves more ful
proports. By vertue whereof upon the
day of —— I obtained a Decreet of Adjudi
tion before the Lords of Council and Seſſio
(upon a Decreet of *Cognitionis Cauſa* agai
the ſaids *B. C*, and *D &c*: Renuncing to
Heirs to their Deceaſt Father above-mentione
where

hereby there was duly and lawfully Adjud-
d from the said B *C* and *D* and the said *H*
usband to the said B and *S* husband to the
d *C* and the Tutors and Curators of such
them as are Minors if they any have for
ir interests respective above-mentioned and
others having or pretending to have inte-
t in the said Matter, the ground Right and
operty, and all other Right and Title what-
never, competent or that may be competent
y ways to the forenamed persons, and their
sbands for their interests, *of all and hail* the
owns and Lands of *&c* with all and sun-
y Houses, Biggings, Dovecoats, Yards,
sts, Crofts, Mosses, Moors, Marishes, Com-
nities, common Pasturage, Annexis Con-
is, dependents, Priviledges, Parts, Pen-
les and Pertinents of the same whatsomever
h the Teinds thereof great or small, Parsonage
Viccarage, all lying within the Parochen of
—and Sheriffdom of——and whilk belonged
before to the said Deceast F, heretably and
deemably, or other manner of way, and
w to his said Daughters, Heirs Portioners
him, and to the saids *H.* and *S.* their hus-
ds for their Interests, at least whereunto
y may have right, as representing the said
heir Father, and whereunto they are law-
y charged to enter Heirs in special to him
manner above-written, Together with all
sundry Reversions thereof whatsomever,

as well Legal as Conventional, Legal of Le
and Legal upon Legal, Bonds, Promiſes, Pr
viſions and Conditions of Reverſions, C
tracts, Alienations, Diſpoſitions, Procurato
and Inſtruments of *Reſignation*, Charters,
feftments, Seaſins, Tack-, Aſſignations, Tr
ſlations, and Rights whatſomener, as well
Lands as of Teinds, and ſpecially a Right
Appryſing led and deduced at the inſtance
the ſaid Deceaſt *F.* for himſelf, and as havi
right in manner therein mentioned againſt
upon the —— whereby he obtained and ap
ſed from &c. as lawfully charged to e
Heir in ſpecial to the Deceaſt &c. his Fa
all and haill the Town and Lands of &c. M
and Miln-Lands thereof, aſtricted Mult
and Sequels of the ſamine Houſes, Biggi
Parts, Pendicles and Pertinents thereof, grou
Right and Property of the ſamine, with
Reverſions and other Rights and Titles w
ſomever thereof. competent to the ſaid *F.*
payment and ſatisfaction to him of the S
of Money therein contained, extending in
hail to the Sum of &c. of Principal, and
the Sum of &c: of Sheriff-fee correſpond
thereto. to be holden in manner mentione
the ſaid Appriſing, together with the allow
and approbation written on the back o
ſamine of the date &c. whereby the ſaid
priſing was found orderly proceeded con
to the Tenor thereof, as in the ſamine at

ngth is contained, together with the Right
f all and whatſomever Infeftments, Seaſins
harters or others following or that may fol-
w upon the ſaid Appriſing, and all Right, Ti-
e and Intereſt whatſomever the forenamed
erſons had, have or can any ways pretend to
eſaid Lauds of &c. Miln Lands and perti-
ents thereof, or any part of the ſamine by
ertue of the ſaid Decreet and Proceſs of Ap-
riſing, or any Right that has followed or may
ollow thereupon, as to the Sums of Money
oreſaid principal and Sheriff-fee therein con-
ained, for the which the ſamine Lands were
ppriſed as ſaid is, and all other Rights, Titles
nd Securities whatſomeuer, made granted or
romiſed, or any ways provided to be made
ranted or conceived in favours of the fore-
amed perſons, or any ways competent or that
ight be competent to them or any of them,
r any others for their behove, for Redemp-
ion of the ſaids Lands and others foreſaid, with
he pertinents reſpective, or any part thereof,
r whatſomever Annualrents or yearly duties
o be uplifted furth of the ſamine, Together
with all Right Title, claim of Right and inte-
reſt of the ſame competent &c, whatſomever
manner of way *For payment and in ſatisfaction*
o me as having Right in manner foreſaid of
he Sums of Money principal, liquidat Expen-
es and bygone Annualrents reſpective above-
written, *extending in the hail* to the Sum of *&c*
good

good and usual *Scots* Money, and of the Sum
of &c. Money foresaid of Sheriff fee correspon-
dent thereto, to be holden of the immedi-
lawfull Superiors of the same, in manner an
form contained in the said Decreet of Adj
dication, as the samine of the date foresai
seen and ratified, considered and approven
the saids Lords of Council and Session, an
found by them orderly proceeded conform
the dayly Practique and Approbation w.itte
on the back thereof of the date &c. at mo
length is contained. *And now seing* for ce
tain great Sums of Money presently payed an
delivered to me by R. whereof I grant the Re
ceipt, and holds my self well content, satisfie
and payed, and hereby Discharges him his Hei
Executers and all others whom it effeirs there
of for ever. *Therefore wit ye me* the said A
have sold, assigned, transferred and dispone
Likeas I be the Tenor hereof sells, Asignes, Tran
fers and Dispones frae me my Heirs Executo
and all others my Assigneys, To and in fa
vours of the said R. his Heirs, Executors an
Assigneys whatsomever, the hail forenamed
Bonds and Obligations above-specified, an
Sums of Money principal, liquidat Expens
and Annualrents of the said principal Sums,
all years and Terms bygone resting, owin
and unpayed, and year y and termly in time
coming during the not payment thereof, toge
ther with the Assignations, Dispositions an
Transl

Translations foresaids, and other Rights of the famine Bonds and Obligations above set down, and Sums of Money therein contained the persons above rehearsed, together with the said Decreet recoveted at my instance before the said Sheriff and his Deputs, against the fore named persons upon the foresaid Bonds and other Rights aforesaid, with the all other Grounds and Warrands of the foresaid Decreet, together with the foresaid Letters of special Charge to enter Heir, and Summons of Adjudication, with the Executions and Informations thereon, together with the foresaid Decreet and Process of Adjudication led and deduced at my instance against the forenamed persons, *Whereby* I obtained duly and lawfully decerned and Adjudged to me and at my instance from the foresaid persons and their said tutors and Curators if they any have for their interests, and all others having or pretending interest, the Lands, Towns, Milns, Miln-Lands Teinds, Reversions, Decreets of Appryfing, and others generally and particularly above-mentioned, and approbation and allowance foresaid of the said Lords of *C.* and *S.* above-written on the back thereof, all of the Dates, Tenors and Contents above-written, together with the all heads, Clauses strength or effect of the same with all that has followed or may follow thereupon, Together with the Sum of Money principal &c., and Sheriff-fee, contained in the fore

said

ſaid Decreet of Adjudication, together wit
all Right, and Title whatſomever, I have o
can have, or any ways pretend to be vertue
the ſaids Decreets and Proceſs of Adjudicati
and grounds thereof, and in and to the for
ſaid Lands and Towns of *&c.* (*hereto repe*
the Lands) with all and ſundry Houſes, Bi
gings, Yards, Orchyards, Parts, Pendicles a
Pertinents thereof above mentioned, a
Teinds of the ſame great and ſmall, as well Pa
ſonage as Viccarage, all lying within the Par
chen of —— and Sheriffdom of *&c.* Togeth
with the Right of Reverſion, Right of A
priſing and others particularly and generally
bove rehear'ed appriſed as ſaid is, in mann
and forme at length ſpecified and contained
the ſaid Decreet of Appryſing, the Right wh
of is hereby transferred from me and my fo
ſaids in favours of the ſaid R. and his fo
ſaids, whom I be thir preſents, *ſurrogats* a
ſubſtituts in my full Right, Title and Pl
thereof for ever, *with full power* to the ſaid
and his foreſaids to ask, crave, receive, in
met with and uplift the forenamed Sums
Money contained in the ſaid Bonds, Decr
of Appriſing and others above ſpecified a
Adjudication and Sums therein contained,
if need beis to call, follow furth and pur
therefore Decreets of Mails and Duties or
thers thereupon to recover, and the ſamine
due Execution cauſe be put, or if he think
pedi

pedient to procure himself Infeft and Seased in the Lands and others above-specified, by vertue of the foresaid Decreet and Sentence of Adjudication, by the immediat lawfull Superiors of the samen Lands and others above-mentioned, and all other Diligence requisit and necessary in such cases, to cause prosecut and follow furth, and all manner of Execution whatsomever, either personal or real in the option of the said *R.* and his foresaids, ay and while he be satisfied of the said Sums, or sufficiently secured therefore to their contentment, to use and exerce, *Compone*, Transact and agree thereanent, Acquittances and Discharges to grant, Subscribe and Deliver upon receipt thereof in hail or in part, which shall be als sufficient to the Receivers, as if I had given the same my self. *And generally* all and sundry other things anent the Premisses, to do, use and exerce, that I might have done my self before the making of this present Right, which I shall hold firm and stable but Revocation or again calling whatsomever, and binds and oblidges me and my foresaids, to warrand this present Disposition, Assignation and Translation foresaid to the said R. and his foresaids from my own proper Fact and Deed allenerly, *That is to say*, that I have neither made nor granted, nor shall not make give nor grant any other Assignation, Translation, Disposition, Discharge uor other Right of the Premise

miſes to no other perſon or perſons, in hu
and prejudice hereof in any ſort. In ſign an
token whereof, I have delivered up to th
ſaid R. the foreſaid Decreet of Adjudication
deuly recorded and allowed as ſaid is, with th
foreſaid Bonds, Obligations, Aſſignation
Tranſlations, Diſpoſitions, Decreet, Letters o
ſpecial Charge and Appriſing, with the Ex
ecutions thereof, with the hail Grounds an
Warrands whereupon the ſamine was led an
deduced, to be keeped and uſed by the ſaid R
and his foreſaids as their own proper Writs an
Evidents at their pleaſure in time coming. *An
finally* I bind and oblidge me and my foreſaid
to reiterat, renew and extend thir preſents, o
any other Security that ſhall be thought neceſſa
ry anent rhe premiſſes to the ſaid R. and hi
foreſaids be advice of Lawyers and ju
dicious perſons, as oft as need beis, and whe
ſoever we ſhall be deſired to do the ſamine
keeping alwiſe the ſubſtance above mentione
&c. Regiſtration *&c. ad futuram rei memoria*
and if need beis to ſute Execution hereon a
Accords *&c.*

22. *A Charter by the Magiſtrats of a Burgh u
pon an Appriſing or Adjudication.*

TO *all and ſundry*, who may ſee or hea
this Charter, the Provoſt, Baillies an
Council of the Burgh of *&c.* Repreſenting th
Com

ommunity of the same, Lords Superiors of
e Lands and Tenements under-written,
reeting, in the LORD Everlasting, We of
w in obedience of Royal Letters, and Act
the Lords of Council and Session directed
on the Decreet of Apprising or new Adju-
cation under-written, To have given, gran-
d and by this our present Charters confirm-
. *Likeas* by these presents, We give, grant
d by this our present Chartor, confirm To
r beloved *A*: his Heirs and Assigneys what-
mever heretably, *all and hail* these Lands
c. lying &c, and within the Territory of
e same. *Which Lands* with the Pertinents
rtained of before to *B*. lawfull Son to the
eceast *C*. sometime Provost *&c*. heretably,
d now Apprised and Adjudged from the
d *B*. at the instance of the said *A*. before
e Lords of Council and Session (or being u]
on an Apprising after the old form thus)
w lawfully Apprised in a Court of Apprising
Appreciation holden in the new Session house
Edinburgh upon the *&c*. day of *&c*. last
past, before *M*. Messenger and his Colligs)
payment and satisfaction to the said *A*. of
e Sum of *&c*. *Scots* Money foresaid as for
e principal (*salvo justo calculo*) that is saving
just calcul and reckoning) and of the Sum
&c. Money foresaid of Sheriff-fee, as in
e said Decreet of Apprising or Adjudication
n and approven, or allowed by the said
Lords

Lords of Council and Session, upon the *&c.*
day of the Moneth of *&c.* and in the said Le
ters Royal by deliverance of the saids Lor
of *C.* and *S.* concerning the premises: obtain
ed at the instance of the said **A.** commandi
usto infeft the said *A.* in all and sundry t
foresaid Lands more largely is contained, *ha*
ding and having all and wholly the foresai
Lands with the Pertinents lyand as above t
the forenamed *A.* his Heirs and Assigneys
us and our Successors Provost, Baillies an
Council of the said Burgh of *&c.* in Few-far
and Heretage for ever, by all its Rights, Meith
Marches and ancient Divisions according
they ly in length and breedth, in Hous
Biggins, Yards, Orchyards, Parts, Pendicl
and righteous Pertinents, or which do justl
belong and pertain to the said Lands validl
any way for time to come, freely, quietly, fu
ly, plainly, honourably, well and in pea
without any Impediment, Revocation, Co
tradiction or other obstackle, the said *A.* h
Heirs and Assigneys before written, *Returni*
or giving again to us and our Succesor
Provost, Baillies and Council of the said Burg
of &c. and our Thesaurer present or to co
in our name, the Ferms, Few-ferms, Duti
Rights, Services and others dew and accusto
ed out of the forenamed Lands Appriſed
Adjudged as aforesaid, or which are contain

the old Infeftments of the ſamine, and that
s for all other burden, exaction, queſtion, de-
and or ſervice ſecular, which can be exacted
any way required out of the foreſaid Lands
whatſomever Right. *Moreover*, or, *Attour*
our [illegible]eloved (*blank for a Line*) and ilk
of you conjunctly and ſeverally, Baillies of
e ſaid Burgh aforeſaid, *Greeting*, We require
d ſtrictly command you, that theſe preſents
en, without delay. you or any of you, give
d deliver heretable State and Seaſin, together
ith Real, Actual and Corporal Poſſeſſion *of*
l and hail the foreſaid Lands *&c.* with the
rtinents, lyand as above to the forenamed
or his certain Acturney bearer hereof, by
ving and delivering of Earth and Stone of
e gronnd of the ſamine Lands, given and de-
vered as uſe is, and this in no way ye omit,
ithout delay. *For the doing of which*, by
eſe preſents we commit to you, & any of you
njunctly and ſeverally our full and irrevock-
le power, *ſaveing the Right of every one*, Alſo
ving to the ſaid *B.* his Heirs and Aſſigneys the
gal Reverſion of the ſaids Lands competent
him by the Laws and Practique of this King-
om *In teſtimony of this thing* we have ſub-
ribed this preſent Chartor (written by the
nd of *N.* common Clerk of the ſaid Burgh)
ith our hands, and our common Seal of the
id Burgh is affixt, or appended, at &c. the
ird day of the Moneth of *&c.* in the Year

of

of the LORD &c. before these Witnesses &

23. *Instrument of Seasin thereon.*

IN *the Name of* GOD, Amen, let it evide
ly appear and be known to all men, by t
present publick Instrument, Tha[t] up
the third day of the Moneth of *&c.* in t
year of the Lord *&c.* and of the Reign of o
Soveraign or Supream Lord the King the o
year, in presence of me Notrar publick a
Witnesses under written, compeared per
nally P. Acturney and in name of A. *hav*
and in his hands *holding* a certain Char
given, made and granted by the Provost Ba
lies and Council of the Burgh of *&c.* To t
said A. his Heirs and Assigneys *of all and h*
these Lands *&c.* lyand *&c.* and within t
territory of the said Burgh, *Which Lands* p
tained of before to *B.* lawfull Son to the D
ceast *&c* heretably, and now are Appris
Adjudged from him, at the instance of t
said A. in a Court of Apprising *&c.* or A
judged and decerned by the Lords of *C.* and
upon the *&c.* day of the Moneth of *&c.*
payment and satisfaction to the said A. of t
Sum of *&c.* as for the principal, (saving a j
calcul) and of the Sum of *&c.* Money fo
said for Sheriff-fee as in the said Charter mo
fully is contained, *which Charter* (containi
the Precept of Seasin under insert therein
sa

aid *P.* as Acturney and in name of the above aid *A.* presented to an honest man *R.* one of he Baillies of the said Burgh of *&c.* and re-uired him in so much or to the end, That hat was contained in the same, he would to e execution cause be put. And which Bail-e willing to obey the said request, took the resaid Charter (containing the Precept of asin under insert therein) in his hands and livered to me Nottar publick under writen read and vulgularly expound to these by nding, and of this precept of Seasin the Te-or follows, and is thus, Attour (*word for word as in the preceeding Charter*) then fol-ws, After the which Charter and preceptof asin above written being read and vulgar Ex-sition given as aforesaid, the said R. Baillie resaid by vertue of his Office and at com-and of the said Precept, he gave and together ivered heretable State and Seasin, together th real, actual and corporal possession, *of and hail* the said Lands *&c.* with the per-ents lyand *&c* above-mentioned, to the enamed *P.* as Acturney and in name of the *A.* by giving and deliverance to him of rth and Stone of the ground of the said nds, according to the form and Tenor of foresaid Charter and precept of Seasin a-ve written. *Upon which* all and sundry the mises, the said *P*, as *A*cturney and in name esaid, sought and required of me Nottar

publick under written, this preſent publick I
ſtrument one or more to be made to him. Th
things were done upon the ground of the ſa
Land &c: about the 5th hour after mid-d
in the Moneth and year reſpective forename
theſe being preſent —— Witneſſes to the p
miſes ſpecially called and required.

And I James *&c, Clerk and Nottar pub*
of the Dioceſs of St. Andrews *by Royal A*
thority, Created and admitted by the L
of Council and Seſſion, according to t
Tenor of the Act of Parliament, and c
mon Writter in &c. Becauſe *while all a*
ſundrie the premiſſes were ſo ſaid, d
and done, I was perſonally preſent to
ther with the forenamed Witneſſes, a
ſaw, knew and heard all and ſundry th
theſe things ſo tobe done as above writ
and I took a Note thereof, and by t
publick Inſtrument faithfully writ
with the hand of S. my Servant the
conferred and put in this publick for
Inſtrument, and in faith, Strength a
Teſtimony of the Truth of all and Sun
theſe things, I have ſigned and ſubſcri
the ſame, with my Name and Sirna
uſed and wont.

24. *Instrument of Redemption of Adjudication:*

At Edinburgh *the third day of &c.* 1680 *years and of his Majestys Reign the &c: year.*

THE *whilk day*, in presence of me Nottar pnblick, and Witnesses under written, Compeared personally an honourable man A, of *&c.* heretor of the Lands, Barronies and others under written, and frae whom the samine were appriſed and adjudged at the instance of *B.* for himself and as Assigney constitut by *C.* in manner mentioned in the Decreet and process of Adjudication thereof, and last to the personal Presence of *D.* to whom the samine Lands, Baroniee and others after-mentioned, with the Adjudication foresaid are Disponed and Assigned be the said *B.* with consent of the persons above named, and als to the presence of said *B.* respective and successive, and lawfully required and premonised the said *D.* and the said *B.* Cedent and author to the said *D:* To compear within the Pash Church of——at the part thereof called *&c.* upon *Whitsunday* even next to come being the &c. day of &c. next, and there, betwixt the sunrising and down passing thereof, to receive from the said A. or his Procurators in his name, the Sum of *&c.* Money principal and

Sheriff-fee contained in the Proceſs and De
creet of Adjudication, led and deduced at th
inſtan. e of the ſaid *B.* for himſelf and as Aſsig
ney foreſaid, againſt the ſaid A. before th
Lords of Council and Seſſion upon &c. yean
with the Charges and Expenſes made and di
burſed in Deduction of the ſaid Adjudicatio
and paſsing of the Infeftments thereupon, an
otherwiſe conform to the juſt and lawfull a
comp of the ſame, to be given up be them o
either of them thereanent, with the Annualren
o the ſaid *Sums* ſince the Deduction of th
ſaid Adjudication, and that for the lawfull r
demption, looſing and out-goitting frae th
ſaids *D.* and *B.* of *all and haill* the Lands an
Baronies of &c. and others mentioned in th
ſaid Adjudication, and Infeftments followi
therenpon, and either of them in whoſe perſo
the right of the ſaid Adjudication, Lands an
others thereby Adjudged is now ſtanding, the
Heirs and Aſsigneys, with the Reverſions, Tac
and Rights of Teinds thereof, Back-tacks an
others therein mentioned, and thereupon th
or either of them, to grant the ſamine to be law
fully redeemed, looſed and out-quitted, an
to renunce, reſign and ſimpliciter overgive th
ſamine, with the ſaid Decreet of Adjudicati
and Grounds whereupon the ſame was ded
ced and Infeftments following thereupon, wi
all Diſpoſitions and Infeftments and oth
Rights and Title of the ſame, ſtanding in th
pe

erſon of them, or either of them, and with
ll Right, Title, Intereſt, claim of Right, Pro-
erty and poſſeſſion whatſomever, which they
r any of them had, has or any ways may claim
ave or pretend to the ſamine Lands, Brronies
nd others above-writren, and contained in
he ſaid Adjudication or any of them, or any
art thereof, or to the Mails, Farms, profits and
Duties of the ſamine, of any years or Terms
ygone or in time coming, frae them and ei-
her of them their Heirs or Aſsigneys. To and
n favours of the ſaid A. his Heirs or Aſsgneys
n due and competent form as effeirs. And to
ake, perfect, ſubſcribe and deliver to him a
fficient Renunciation and grant of Redemp-
ion, containing procuratory of Reſignation,
nd all other Clauſes neceſſary and requiſit, and
herewith to deliver to him or his Procurator
n his name, the ſaid Decreet and proceſs of Ad-
udication above-written, Regiſtrat Obligations
ſsignations, Letters of Horning, Poynding In-
ibition *&c.* with the Executions thereupon,
ith all other grounds, with the Infeftments
nd Seaſins following thereon, with the Diſ-
oſition and Aſsignations thereof made be the
id *B.* to the ſaid *D.* with the Inſeftments and
eaſin (if any be) following thereon, to be
ncelled, deſtroyed and burnt, and to hear
nd ſee the legal Reverſion of the ſaid Lands
&c. competent of the Law to the ſaid A. duely
ept and fulfilled to him, conform to the Acts

of Parliament made thereanent in all point *upon the which* all and ſundry the premiſſes, t ſaid A: asked and took Inſtruments in the han of me N. pub: underſubſcribing. Thir thin were done in *&c.* betwixt *&c.* hours in t Forenoon, Day, Moneth, Year of GOD, a of his Majeſties Reign reſpective above-writt before and in preſence of the Witneſſes afte ſpecified *&c.*

Nota, *From this Inſtrument you may co form a Procuratory for making Premoni on, on which this Inſtrument follows, also a Renunciation and Diſcharge u payment, the ſame containing the moſt m terial Words and Style of both, and th fore here ommitted* brevitatis cauſa.

TITLE III.

Rights Heretable Irredeemable, and others thereanent.

A Disposition of Land by an Heir Portioner not Infeft.

BE it kend to all men, &c. Me D: lawfull Daughter to the deceast F, and Oye and ane of the Heirs Portioners to the Deceast G. my Grand-Sir, and only Sister and Heir to the Deceast B: my Brother, *Forswameikleas* I. has instantly payed and delivered to me, *all and hail* the Sum of &c. whereof I grant the Receipt *&c*. *Therefore wit ye me* for me my Heirs and all others my Assigneys, to have sold annailized and disponed, *Likeas I* be the tenor hereof, Sells, anneilizes and dispones from me my Heirs and Assigneys an or more whatsomever, *all and hail* my part and portion of all and sundry the Lands of *&c.* with Houses *&c.* which pertained of before to the said G. my Good-Sir, or to the said B, my Brother, or an or other of them, or where unto they or any of them, died last vest and Seased as of Fee, and

that heretably and irredeemably but any m
ner of Reversion, Redemption or Regr
whatsomever, Together with all *Right*, Tit
Interest, claim of Right, property or possessio
as well Petitory as Possessory, which *I* or m
foresaids had, have or may have, claim or pr
tend thereto, or to any part or portion ther
of in time coming. *And because* I am not
yet served and retoured asHei Portioner to m
saidDeceastGoodsir or &cBrother,&so not en
redinfeft andSeased in my said part of the La
and others above-disponed, as one of the ne
est lawfull Heirs Portioners to the said *G.* m
Grand-sir, nor as only Sister and Heir to t
said *B.* my Brother, or an or other of the
who died last vest and seased as of Fee, in t
foresaid Lands of &c and swa cannot Legal
secure the said *R.* in the peaceable possession
my part of the said Lands and othes abov
disponed, with the pertinents, nor transfer m
Right thereof to and in favours of the sa
R. and his foresaids. *Therefore* I bind and
blidge me, to purchase procure and obtain m
self, to be duly and lawfully served and reto
ed Heir infefet and seased as one of the sa
four Heirs portioners to my said *Umqu*
Grand sir, or as only Sister and Heir to the sa
B, my Brother, or an or other of them, w
died last vest and seased as of Fee, in all a
hail my said part and portion of the said La
and others above specified, *And being s*
Infe

feft and feafed, now as then and then as
w, I bind and oblidge me, my Heirs and
ceffors duly and lawfully to infeft and
fe the faid R. and his forefaids heretably and
edeemably as faid is, *in all and hail* my fore-
d part and portion of the faids Lands and
hers above-written, with the Pertinents ly-
d as faid is, and that by two feveral Infeft-
nts and manners of Holding, the one where-
to be holden of me and my forefaids here-
bly in free blench for payment of a penny
ts upon the ground of the faid Lands, year-
at the Term of *Whitfunday* in name of
nch Ferm, if it beis asked allennerly, and
lieving of me and my forefaids, at the hands
my immediat lawfull Superiors, of the Feu
d blench Duties or Duties and Services
hatfomever, due and payable to them furth
ereof; And the othet of the faid Infeftments
be holden from me and my forefaids of my
mediat lawfull Superiors thereof, fieklike
d als freely in all refpects as *I* or my fore-
ds, or our Authors and Predeceffors hold,
held, or any ways may hold the famine our
ves, and that either by Confirmation or
efignation, or both, as beft fhall pleafe the
d R. and his forefaids; And for that effect,
bind and oblidge me my Heirs and Succeffors
make, grant. fubfcribe and deliver, to the
d R. and his forefaids upon their own pro-
r Charges and Expenfes, all Charters, Pro-

curatories

curatories of Resignation, Precepts of Seas
and other Writs and Evidents, necessary u
al and requisit, and that alwise and with a
under the special Provision after mentioned
no other ways: *Likeas* for the better effec
ating of the Premisses, I hereby make, consti
and ordain (*blank for a Line*) and ilk ane
them conjunctly and severally my very la
full, undoubted and irrevockable Procurato
Actors, Factors &c. giving, granting and co
mitting to them, and ilk ane of them my
power, Warrand and Commission, To pu
chase, procure and obtain me to be duely a
lawfully served and retoured, as one of t
Heirs Portioners to the said Deceast G.
Grand-sir, and as only Sister and Heir to
my deceast Brother &c. in the Lands and
thers above written; And for that effect
purchase and raise Brieves and the same
swa raised, to cause be duely and lawfully pr
claimed, and put to due Execution, and la
fully served, conform to the Tenor there
in all points, as accords of the Law, and
the days affixt for serving before the Judg
therein specified, to compear, and all Chart
Seasins and other Writs and Evidents of t
foresaid Lands, to produce and to give in, ve
fie and instruct any claim thereanent as accor
of the Law, and all Exceptions, Objections a
Alledgeances if any beis proponed there-again
to Answer, Challenge and impung, Acts, I
strum

uments and Sentences definitive thereupon ask, crave and receive; And being swa ser- d and retoured, to obtain me lawfully infeft d seased thereupon, conform to the Tenor the said service and retour in all points. d generally all and sundry other legal means al and requisit, whether by Precepts of *re constat*, or otherways for that effect to use d being swa infeft and sealed, then as now, d now as then, I give, grant and comit to saids Procurators conjunctly and several- as said is, my very full free plain Biding ommandment and Charge, for me and upon account, To compear before my immediat wfull Superiors of the said Lands &c. their eirs and Successors, or before their Commis- ners whatsomever, having power for tha ne to receive Resignation in their name and to grant new Infeftments thereupon, at, atsomever time, day or days. place or places wfull and conuenient; And there for me my name and upon my behalf as said is ith all due humility and reverence as becomes rely and simply by Staff and Bastion as use is *resign*, *Surrender*, simplicitsr upgive, over- ve and deliver. *I ikeas I* hereby resign &c all d sundry my said Part and Portion of the said nds &c. with Houses &c. lyand &c. as said *in the hands* of my immediat lawfull Supe- ors of the samine, their Heirs and Successors in the hands of their saids Commissioner,

or

 Tit
or any others having their Right and po
for the time, to receive *&c* and to grant
Together with all Right. Title, claim of Ri
&c. In favours and for new infeftment of
ſamine, to be made and granted to the ſaid
and his foreſaids, heretably and irredeemab
but any manner of Reverſion *&c.* in ſuch
and competent form as effeirs, to be holden
my ſaids immediat lawfull Superiors and th
foreſaids, as *I* or my foreſaids, Authors and
deceſſors held, hold or may hold the ſamine
ſelves; and generally all and ſundry other thi
to do, cauſe be done and exerce, which to
Office of Procurators in the premiſſes app
tains, Acts, *Inſtruments* and Documents he
upon to ask, take and uplift requiſit and ne
ſary *&c.* promiſing to hold firm and ſta
whatſomever my ſaids Procurators doet
righteouſly cauſes to be done thereanent,
Revocation or again calling *&c.* And wh
Infeftments and either of them, ſhall bear
contain the ſpecial and expreſe Clauſe of w
randice following. *Likeas* now as if
ſaid Infeftments were already paſt and exp
and then as now, I bind *&c.* To warra
acquit and defend the ſaids Infeftments, La
and others above-written, to be free,
ſure to the ſaid R. and his foreſaids, frae
and ſundry, Wairds, Marriage, Non-entr
Reliefs, Eſcheats, Conjunct-fees, Ladies-T
ces, *Forefaultures*, Recognitions, Baſtard

nualrents, Ground-Annuels, Alienations, signations, Diſpoſitions, Evictions, Re-tions, improbations, inhibitions, interdi-ons, Appryſings, Reverſions, Adjudications, odſets, Renunciations, Redemptions, Tacks, k tacks, Aſſedations long or ſhort, private ublick infeftments and Seaſins, and from and ſundry other Perrils, Dangers, Burdens inconveniencies whatſoever, as well not ned as named, paſt, preſent or to come, oug defect of my or my Authors and Pre-eſſors Rights and Evidents which may any ys let, ſtop, moleſt, impeid or prejudge the R. or his foreſaids in the peaceable poſ-ion, brooking and joying of the ſaid Lands others above written, and uplifting the ils and Duties thereof, at all hands, and a-nſt all deedly as Law will. And moreover ave made conſtitut and ordained the ſaid and his foreſaids, my very lawfull Ceſſio-s and Aſſigneys, in and to all Bonds, Obli-ions, Contracts, Diſpoſitions *&c.* (*as in Renunciation of Reverſion, preceeding page*) of and concerning any part or portion the ſaid Lands *&c.* in ſwa far as the ſamen cerns or may be extended in my favours, and my part thereof, and I bind *&c.* to make ſame furthcoming to him and his foreſaids be transſumed on their own proper Charges Expenſes, and the Tranſumpts thereof to keeped, uſed and diſpoſed upon by them

as

 Ti
as their own proper Writs and Evidents in
time coming. *And further* I have made c
ſtitut &c. the ſaid R. and his foreſaids, Ce
ners and Aſſigneys in and to the haill M
Ferms: Duties, Rents, Kens, Cuſtoms, C
lities and other Duties whatſomever, due
payable to me and my foreſaids, furth of
ſaid part and Portion of the Lands and ot
above-written with the Pertinents, and
of all years and terms bygone, reſting, o
unpayed, and ſicklike yearly and termly in
time coming, with power to him and his
ſaids to call, charge, follow and purſue th
fore, Decreets and Sentences to recover th
anent, and to due Execution cauſe the ſame
be put, Acquittances and Diſcharges to gr
ſubſcribe and delive, upon receipt thereof
haill or in part: And generally all and ſun
other things to do *&c.* which *I* might h
done *&c.* Warrandice *&c.* with Power li
wiſe to the ſaid R. and his foreſaids to ſet,
raiſe and diſpoſe upon my ſaid part aud po
on *&c.* and to out put and input Tenn
therein, and every other thing thereanent
And laſtly, I bind *&c.* to reiterat (as in p
37) And for the more ſecurity I am con
and conſents that thir preſents be inſert
regiſtrat in *&c.* *Attour* for the better obtai
of the ſaids inſeftments by Confirmation,
my Lovits (*blank for a Line*) and ilk an
you my Baillies in that part conjunctly
ſeveral

verally, ſpecially conſtitute, Greeting; It my will and I charge you, that incontinent is my precept ſeen, ye paſs to the ground all and hail, my ſaid part and portion of e ſaid Lands of *&c.* lyand *&c.* as ſaid is, d there give heretable State and Seaſin, actu- real and corporal Poſſeſſion to the ſaid *R.* his certain Acturney in his name, bearer reof, *of all and hail* my ſaid part and por- n of the ſaid Lands of &c. with Houſes deliverance of Earth and Stone of the round of the ſamine Lands, to be holden me or my foreſaids, or frae me and my reſaids of my immediat lawfull Superiors ereof in manner foreſaid, or be both, or herof the ſaid manners of holding, and this no ways ye leave undone. The whilk to &c. In witneſs whereof (written by *&c.* ave ſubſcribed thir preſents *&c.*

If the Lands held Ward, ſome Clauſes of this Noture of Nowing, may be inſert in the Precept of Seaſin:

oviding always, *Likeas* iit is hereby expre- provided and declared, that foraſmuchas old at leaſt my Predeceſſors held the ſaid nds of our immediat Superiors thereof, be rvice of Waird and Relief, and that thereby annot validly alienat and diſpone the ſame r ſecure the ſaid R. and his foreſaids there-

in

in, without hazard of Recognition, unl
the Superiors consent be had thereto. Th
fore in case it shall happen the said R. not to o
tain my immediat lawfull Superiors Cons
and Confirmation of these presents and i
feftments to follow thereupon, then and
that case, and then as now, and now as th
I do hereby suspend and delay the Transla
and Conveyance of the Right and property
the said Lands, into the person of the said
and his foresaids, notwithstanding of t
Disposition above-written, or any of the
therein contained, ay and while my said S
periors consent and confirmation be had a
obtained; And which not being procur
these presents and Infeftments following the
upon shall be null, void and of no avail, for
strength nor effect, with all that may follo
thereupon, and shall make no Faith in Judg
ment nor out with the samine in any time co
ming: Upon the whilk conditiou and pr
vision above-written, these presents and eve
Head, Point, Article and Clause thereof a
granted by me and accepted by the said R.
no otherwise (All which the following W
Supplies:

2. *Cons*

Consent and Licence by the Superior to sell Waird Lands.

BE &c. Me *A.* Superior of the Lands and others after mentioned, To have given, anted and Committed, Likeas I be thir pre-nts gives, grants and commits full power, ence and liberty to V. his Heirs and Succes-rs whatsomever, at any time hereafter, to sell, nailizie, Wodset, resign or renunce at their easure, redeemablie or irredeemably without y Consent or Confirmation of me my Heirs Successors whatsomever to be had or ob-ned thereto, *all and hail* the Lands of &c. th Houses, Biggings &c. or any part or por-n thereof, and that but any perrils, hazards, nger or inconvenience whatsomever to follow ereupon, against these infeft in the samine, or y part thereof or any recognition of the said nds, by reason of the Waird or Few hold-g, or any other Cause or Occasion whatsom-er either against the said *V.* or any other per-n or persons to whom it shall happen any A-nation, Disposition, Wodset, Excambion, re-nation or renunciation thereof to be made any time thereafter, notwithstanding of natsomever Clause or Clauses irritant contain-in the said *V.* or his foresaids Authors or pre-cessors their Infeftments of the samine, and twithstanding of whatsomever Law statute

Cuſtom, made and introduced, or to be mad
in the contrare, whereanent, and anent a
that may follow thereupon, I for me and m
foreſaids diſpenſes for now and ever, Renun
cing and Diſcharging all Actions, Inſtanc
Claim or Purſuit whatſomever, whilk I or m
foreſaids, has or any ways may have, clai
or pretend thereanent in time coming, Re
giſtration *&c.*

3. *Diſpoſition of* Landly *Husband and Wife* Inſeft.

BE *&c* Wee *H.* and *W.* my Spouſe f
certain great Sums of Money uſual
Scotland, namely *all and hail* the Sum
20000 Merks payed and delivered to us by
and *M.* his Spouſe, for out redding certa
of our neceſſary Affairs and Buſineſs tendi
greatly to our well and profit, whereof
hold us well content ſatisfied and payed,
for us our Heirs, Executors, Succeſſors and
others whom it effeirs, exoners, quit-cla
and ſimpliciter Diſcharges the ſaid *A.* and
his ſaid Spouſe, their Heirs, Executers a
Aſſigneys thereof for now and ever. *Th*
fore wit ye me the ſaid *H.* with Advice a
Conſent of the ſaid *W.* my Spouſe, for
Right of Conjunct fee, Liferent-terce, Ma
marii Proviſion, Joynture or other r
whatſomever, which ſhe has, had or may

y manner of way have, claim or pretend to
e Lands and others under-written. And the
d *W.* for her self, with consent and special
vice of the said *H.* her Spouse, and he ta-
ng the burden in and upon him for her, and
ey both with one Consent and Assent, To
ve sold aunailizied and disponed. *Likeas* by
e Tenor hereof for us our Heirs and all o-
ers our Assigneys, sels, annailizies and dis-
nes to the said *A.* and *M.* his said Spouse
longest Liver of them two in Conjunct-
and Liferent, and to the Heirs lawfully
procreat, or to be procreat betwixt them, which
lzing the said *A.* his own neareſt Heirs and
igneys whatsomever heretably and irredeem-
y but any kind of Reversion *&c. all and*
the Lands of—And for the said *A.* and
his said Spouse and their foretaids better
urity of the samine, I the said *H.* bind and
dge me my Heirs—with consent of the
W. my Spouse, with all possible diligence
the subscribing hereof duly and lawfully
Charter, Precept and Instrument of Seasin
owing thereupon, made for Sums of Mo-
titulo oneroso in convenient and due form
feft and sease the said *A.* and M. his said
se the longest liver of them two in Con-
-fee as said is, and the *Heirs* lawfully
reat betwixt them, whilk failzing the said
s own neareſt Heirs and Assigneys what-
ver heretably — but any Redemption

&c. in *all and hail* the Lands *&c* to be holde
frae me——of my —— Superiors thereof,
wit, ane Noble Lord —and his Succeſſors, ſic
like——in all reſpects —— as my ſelf, *viz.*
ſervice of Waird and Relief, and that eith
be Reſignation or Confirmation, or ſuch ſi
Form and Style as the ſaid—can deviſe. A
for that effect ſhall make, ſubſcribe *&c.* ſuffi
ent Charters, containing Procuratories of R
ſignation and Precepts of Seaſin, ſwa that
ſaid Securities may be paſt be either of the ſa
Forms *&c.* whilk immediat Superiors Con
to receiving the ſaid Reſignation or grant
of the ſaid Confirmation, ſhall be purcha
&c. by the ſaid *H.* their own proper Mo
and Expenſes, For the whilk purpoſe, wi
me the ſaid H. with Conſent *&c.* to have m
&c. and ilk an of them conjunctly and ſeve
ly my &c. Procurators &c. giving, gran
&c. for me *&c.* To compear before the
noble Lord *&c.* immediat &c. Superiors
or their Commiſſioners *&c.* at whatſom
time *&c.* Place *&c:* and there with all hu
ty *&c.* To reſign &c. in the hands of the
Noble *&c.* In ſpecial favours and for new
feſtment &c. to the ſaid *A.* and M. his
Spouſe the longeſt liver &c. and to the
&c. which failzing to the ſaid *A.* his ne
&c. to be holden &c. ficklike and in the
manner as I or my predeceſſors &c. Acts
ſtruments &c. and generally all and ſundry

to hold firm and ſtable *&c.* excepting and re-
ſerving alwiſe turth of this preſent Right and
Diſpoſition to me and my foreſaids the Mails
and Duties adebted and reſting forth of the
ſaid Lands *&c.* be the Tennents and Poſſeſſors
preceeding the Term of *&c.* ſwa that the ſaid
A. and M. his ſaid Spouſe and their foreſaids their
Entery to the uplifting of the Mails and Duties
&c. at and betwixt Yule and Candleſmas, im-
mediatly after the ſaid Term above ſpecified,
for the preceeding Cropt *&c.* and from thence
forth yearly, termly and proportionally in all
time coming. And now as if the ſaid Infeft-
ments were already expede, and then as now
I bind and oblidge me and my Heirs, as well
of Male, Tailzie, Proviſion and of Conqueſs as
of Line, Succeſſors to me and Aſſigneys what-
ſomever, with conſent of *W.* my ſaid Spouſe,
to warrand, acquit and Defend to the ſaid *A.*
and *M.* his ſaid Spouſe and their foreſaids this
preſent Letters of Diſpoſition with the Charters
Precepts and Inſtruments of Seaſin, Procura-
tories of Reſignation and other Writs *&c.*
and ſicklike all and hail the foreſaids Lands
&c. hereby diſponed to be free, ſafe
and ſure *&c.* frae all Wairds, Reliefs &c.
and generally frae all and ſundry dangers &c
whatſomever, as well not named as named,
bygone preſent and to come, and againſt all
Mortal. And for the ſaid *A.* and *M.* his Spouſe
and &c. more better and ſure Warrandice
and

and but prejudice to them of the Warra
dice above ſpecified, I hereby with Conſe
&c. make, conſtitut *&c.* the ſaid &c. a
their foreſaids, Ceſſioners and Aſſigneys, i
and to a Contract made and ended, betwi
E. younger of &c. my Author, with Advi
and Conſent of —— for all Right, Title &
Action, Inſtance &c. which he had, has
might &c. to the Lands under and above wri
ten. one the one part, and me the ſaid H: &
on the other part of the date &c. by verti
whereof, and the Sum of Money therein ſpe
cified then payed &c. by me to the ſaid
he with the ſpecial Advice and Conſent for
ſaid, ſold and diſponed to me my Heirs &
irredeemably, all and hail the ſaid Lands
&c. as the ſaid Contract containing therei
diverſe and ſundry other Heads, Articlet &
Bearing likewiſe that Umquhil *C.* and his So
S. band and oblidged them conjunctly and ſe
verally their Heirs &c. Cautioners and Sove
ties for the ſaid *E.* that he is a free and lawfu
perſon, and habil of Law, to ſell and diſpon
the ſaid Lands to me in manner above-ſpecifie
at more length proports, and in and to th
hail Heads. Clauſes, Oblidgements and Wa
randice mentioned and contained in the ſai
Contract, conceived, or which may be an
ways interpreted in my frvours, *Turning a
Transferring* the ſamine, with all Right, Tit
&c. frae me, my Heirs &c: to and in favou

f the said *A.* and M. his said Spouse and their oresaids, whom I have surrogat &c. with ll power, it need beis to pursue the said *C.* nd *S.* his Son, for warranding of the forenamed ersons, and the said *E.* for implement of the manent Heads &c. specified in the said Con- act. And generally &c. in all respects as I ight have done &c. to give Acquitances and ischarges &c. Compone &c. *And for so meikle F. and G* by vertue of their several Tacks oth made and subscribed at &c, has set in ack and Assedation to me, my *Heirs* or Assig- ys whatsomever, Sub tennents or Cottars or more, all and sundrie the Teind Sheaves d Viccarage Teinds both great and smal, of and hail the said Lands of &c. as the samen the date &c. bears, conform to the whilk two acks, the Commissioners of Parliament, for antation of Kirks and Valuation of Teinds their Decreet of Parliament for the Causes reinspecified of the date &c. has set & acord- g to their Tack and Assedation letten to me Heirs &c. and Sub-tennents, during all the ce and years of two 19 yeras, all and sundry Teind Sheaves and Viccarage Teinds both at and small of the Lands of &c: beginning entry therato at &c. after the expiring o: years of the said *F.* and *G.* their Tacks a- ve specified yet to run, for payment of &c he said Decreet bears: *Therefore wit ye me* to have sold, assigned, renunced and oevr

give

given, *Likeas* I with consent foresaid, be
Tenor hereof sells &c. and overgives frae
me &c. to and in favours of the said *A.*
M. his said Spouse and their foresaids all Rig
Title *&c.* I have or had &c. to the foresa
Teind Sheaves &c. and makes, constituts &
the said *A.* and *M.* &c. my only Cessione
and Assigneys, Donatars and Procurators,
utin rem suam, in and to the foresaid two Tac
made &c. to me, and in and to the said D
creet or set of the said Commissioners of Pa
liament *&c.* bail heads &c. conceived in
favours &c. with full power &c. to bru
joy, collect, uplift and receive the said Tein
Sheaves and Viccarage Teinds &c. durin
the Tacks, Years and space above-specified
spective; And to raise and cause be execu
Inhibitions in their own Names, call, purs
&c. compone, transact &c. Acquittances a
Discharges &c. use and dispone &c. at the
pleasure, and generally &c. *provideing h*
the said A. and M. and their foresaids yearly
time coming, disburden and relieve me a
my foresaids at the hands of the Minister p
sent and to come, at the Kirk of &c. *And fo*
der, forsuamekleas L. with consent of R.
his Obligation, Power and Licence, subscribe
at &c. has given and granted to me &c.
cast, winn and delve seuall, fail and divots
the Moor and Moss &c. perpetually in all ti
coming, at all occasions requisit and necessar

r the use and service of me and my fore-
ids as Heretors of the said Lands, conform
use and wont, with free ish and entry there-
and has oblidged himself and his Heirs and
ccessors whatsomever to warrand the said
cence, and that in no time coming he or
ey, nor Tennents, Servants nor Complices
rectly nor indirectly, shall make any stop
nderance *&c.* to me, my foresaids, or Ten-
nts of *&c.* in casting, leading and away
king the said Fail, Fewal and Divots in all
me coming at their Pleasure, or to make and
ant any private Assignation in prejudice
reof. In and to the which Oblidgement,
rant and Licence, hail Heads *&c.* with all
at has followed or may follow thereupon,
d all Right Title and Interest therein, which
ave *&c.* pretend thereto, for ever, I here-
y make constitut and ordain the said *A.* and
. and their foresaids my very lawfull Cessi-
ners &c. *Which three particular Assignations*
spective above-written and deduced. I bind
c. to warrand and defend to the said A. *&c*
be valid and sufficient at all hands, and frae
y owu proper Fact and Deed allenerly,
d in sign and Tocken thereof, I have in-
ntly delivered *&c.* to be keeped *&c.* *And*
reover, I bind and oblidge me and my
resaid with all possible Diligence, to dis-
rden and free the said hail Lands of *&c.* of
Annualrents, Sums of Mony, Thraldoms,

and Burdens, wherewith the ſaid Lands a
engadged or burdened any manner of wa
And furder, to warrand and relief the ſaids
and M. and their foreſaids of all bygo
Taxſations, Few-duties, Ceſſes &c. impoſe
upon the ſaid Lands, and of all bygone Ta
Duties, of the Lands Teinds and others le
Tack to me above ſpecified, and ſhall deliv
to them ſufficient Acquittances and Ditch
ges of the ſamen. And likewiſe ſhall deliv
up to the ſaid A. and M. and their foreſaid
all and ſundry other Writs, Charters, Infe
ments, Contracts and all other evidents a
Securities whatſomeuer, which I have or c
get and recover, of and concerning the heretab
Right of the ſaid Lands and Teinds there
upon my great Oath and Conſcience to be g
ven thereanent (if required) to be keepe
and uſed by them as their own Evidents; P
videing alwiſe that the ſaid A. make the ſa
Writs forthcoming in Judgement in defen
of the ſaid Lands, ſwa oft as any Action o
Actions beis moved or intented thereanent,
be uplifted again by the ſaid A. and the
foreſaids, after the Deciſion of the ſamine. A
finiall, I bind and oblidge me and my foreſaid
to flit and remove my ſelf, Wife, Bairns, F
mily, Servants, Goods and Gear, ſnrth and fr
the ſaid Fortalice and Manſion-houſe of the ſa
Lands, leave and make the ſame void and re
at the Term of &c. next, and leave in the ſai
Forti

Fortallice at my removal, all fixed Timber as Doors, Gates, Presses, Windows and all Iron Graith &c. with power to the said A: and M: his said Spouse and their foresaids, or any o-hersin their Name to ent erthereto, and pace-ble possession thereof, and to perpetually bruik by, sell, use and dispone thereupon in all time hereupon in all time coming, as their heretage nd undoubted Property, but Contradiction, rouble or impediment to be made in the con-are, and shall warrand their said entry to the id &c, fra all Actions of Ejection, Spoilati-n, Intrusion or others whatsomever to be ade ag inst them by me, my foresaids or any hers thereanent for ever: And for the more curiry &c. Registration &c: *ad futuram rei emoriam*, or to receive Execution, &c:

Instrument of Seasin upon a Disposition to Husband and Wife.

IN the Name of God, so be it: Be it known to all men, by this present publick Instru-ent, That upon &c: In presence of me Nottar blick and Witnesses under-written, Com-ared personally A for himself, and in name d behalf of M: his Spouse, and past to that ce of waist Ground after-specified having d in his hands holding, a Letter of Disposi-ti-, containing the Precept of Seasin under-itten thereintill, made and grandted by H:

with

with consent of W: his Spouse, to the sa
A. and his said Spouse of the date *&c.* whe
by the said H. with consent foresaid for t
Causes therein expreſt, sold, annailzied a
disponed to the said *A*, and M. his Spouse t
longest liver of them two in Conjunct fe
and to the Heirs lawfully procreat or to be pr
creat betwixt them, which failzing to the s
A. his neareſt and lawfull Heirs and Assigne
whatsomever heretably and irredeemably, b
any manner of Reversion, Redemption o
Regress, *all and hail* that the said *H.* h
piece of waist Ground, with the Houses
be built thereupon, and all Priviledges, Co
modities and Easements belonging there
lying within the Town and Territory of
and Sheriffdom of *&c.* containing upon t
east side South and North 48 Ells, upon t
North side East and West 22 Ells upon t
West S. and *N.* 50 Ells bounded as follo
viz. betwixt the houses pertaining to *&c.*
the North *&c.* And there the said *A.* for hi
self and in name and behalf of his said Spou
presented and delivered the foresaid Letter
Disposition containing therein the Precept
Seasin above and after-mentioned, to a d
creet honest man *J.* Baillie in that part, s
cially constitule be the said Precept of Sea
humbly requiring and desiring him to exec
his Office of Baillie in that part incumbent

him thereby; *Which Diſpoſition* and Precept of Seaſin therein, the ſaid *J.* Baillie in that part foreſaid, received in his hands and delivered the ſame to me *N. P.* underſubſcribing to be read by me in audience of the Witneſſes under-written ſtanding about, *Of the whilk* Precept of Seaſin the Tenor follows. *Attour* to my Lovits *&c.* and ilk an of you, conjunctly and ſeverally my Baillies in that part, ſpecially conſtitut, Greeting, Commanding you, that incontinent after the ſight hereof ye paſs *&c.* and give heretable ſtate *&c.* corporal Poſſeſſion, *of all and hail* the foreſaid piece of waiſt Ground, with the Houſes and Biggings to be built thereupon, Priuiledges, Liberties, Commodities and Eaſements belonging thereto, lying, bounded and containing as above expreſt, to the ſaid *A* and *M* his Spouſe and longeſt liver of them two in Conjunct-fee, or their Actorney in their Name bearer hereof, be deliverance of Earth and Stone of the Ground of the foreſaid piece of Waiſt Ground as uſe is, according to the Tenor of this preſent Diſpoſition in all points, and this in no ways ye leave undone, The whilk to do I commit to you my Baillies in that part conjunctly and ſeverally my full power. *In witneſs whereof* written be *&c.* Son to *&c* Writer to the Signet I have ſubſcribed *&c. After reading* of the which precept of Seaſin in audience of the ſaid Witneſſes

done, I was personally present with the Wi nesses above named, and heard, knew and sa the same to be so said and done, I took a note thereof; And therefore I have extend ed this present publick Instrument thereup which is faithfully written with my own hand And in further Testimony of the hail premi ses, being called and required thereto, I hav subscribed the same with my own hand, Sign Nam and Sirname and Subscription used in the like cases.

5. *Confirmation by the Superior of a Charter t the Vassal.*

I A*lexander* Lord Superior of the Lands of *&c.* and others under written, be thir presents, Ratifie, approve and for me my Heirs and Successors, perpetually confirms the Chartor of Donation and Alienation, with the Instrument of Seasin following thereupon of the date, at *&c*, made and granted by V. my immediat Vassal, in the Room and Lands after-specified, to and in favours of *H.* and *W.* his Spouse, and longest liver of them two in Conjunct-fee, and the Heirs procrea or to be Procreat betwixt them; which fai ling to the said *H.* his neareſt and lawful Heirs and Assigneys whatsomever, *of all and hail* the Room and Lands of *&c.* with the Houses, Biggings, Yards, Tosts, Crofts and

pertinena

ſſes under-written ſtanding about the ſaid *J.*
illie in that part foreſaid, by vertue where-
and of his Office of Bailliary incumbent to
m thereby, with his own proper hands gave
retable ſtate and Seaſin, real, actual and cor-
oral Poſſeſſion, of all and hail the foreſaid
ece of Waiſt *&c.* with the houſes built there-
on, with the Priviledges *&c.* belonging
ereto, lyand *&c.* as above-expreſt, to the
d A, perſonally preſent, and accrpting for
mſelf, and in name and behalf of the ſaid *M*
s Spouſe and longeſt liver of them two in
onjunct-fee, by deliverance to him of Earth
d Stone of the Ground *&c.* as uſe is, ac-
rding to the Tenor of the ſaid Diſpoſition
all points upon the ſpecial Proviſion and
eclaration alwiſe therein expreſt whereup-
, and upon all and ſuudry the Premiſſes,
e ſaid *A.* for mimſelf and in name *&c.* of me
P. asked this preſent publick Inſtruments
Inſtruments an or moe. *Thir things* were
ne on the foreſaid piece of waiſt Ground
twixt *&c* day, moneth, year of GOD and
his Majeſties Reign reſpective, in preſence
&c. Witneſſes called and required *&c.*

And I R. *of the Sheriffdom of* Edinburgh
N. P. *admitted and received, as alſo autho-
rized by the Lords of C. and S. conform to
the Act of* Parliament; *Foraſmuchas while
all and hail the premiſſes were ſpoken, acted
done*

pertinents thereof, extending to the half of th
half of the said Town and Lands of &c. in
and and occupied, as is more fully menti
ned in the said Chartor of Alienation, in t
whole Heads, Articles, Clanses, Points a
Conditions therein expreſt (in swa far as co
cerns or may be extended ro the said Lan
holden of me, *Saffing and Reſerving* alwa
to me, my Heirs and Succeſſors, the Righ
Fews, Duties and Serviees of the said Lan
uſed and wont to me, my Predeceſſors a
Authors for the ſamine, before this pre
Confirmation. *And farder*, I will and gra
and for me my Heirs and Succeſſors, Decer
Declares and Ordains, That this preſent Co
firmation is and ſhall be als ſufficient and va
as if the ſame had been granted before the Sa
ſin taken of the ſaid Lands, and before t
deceaſe of &c. And als as if the ſaid Chart
and Seaſin following thereupon were at leng
word be word inſert hereintill ; And n
withſtanding of the ſame, whereanent and
nent all other Defects (if any be) that m
be objected againſt the validity of the ſ
Chartor and Seaſin following thereon, or t
preſent confirmation thereof, I for me and
foreſaid diſpenſes for ever be thir preſents.
witneſs whereof (writen by &c) I have ſ
ſcrived thir preſents with my hand at &c.
fore theſe witneſſes &c.

6,

6. *Diſpoſition of Burrow Tenements.*

E *&c.* me *D.* heretable Proprietar of the Tenement of Land under-written, *For-achas R.* has inſtantly made payment &c. ereof I grant the Receipt &c. *Therefore* Sells, Annailzies and *Diſpones*, to and in ours of the ſaid *R. all and hail* that my *Te-*ment of Land, high and laigh, back and elying on the North ſide of the high Street *Edinburgh*, within the Cloſs called &c. a le above &c betwixt the Land ſometime taining to &c. now to &c. on the Eaſt, the nds — on the North the Lands — on the eſt, and the Kings High-ſtreet on the ſouth h fore Shops, Sellars, Parts, Pendicles and tinents thereof whatſomever, but any man- of Reverſion &c. together with all other ght &c. thereto in time coming, *And* I d — to purchaſe and obtain the ſaid *R.* to duly and lawfully infeft and ſeaſed in the hail foreſaid Tenement and others above-itten with the *Pertinents* be Reſignation reof in form and manner uſed and wont: d for that effect, I hereby make conſtitute to compear perſonally before the Provoſt any on of the Baillies of *Edinburgh* &c. u-n whatſomever day or days lawfull and venient upon the ground of the foreſaid ement, and there for me &c. with all

due humility &c. purely and simply — Re-
ſign — *Likeways* I hereby Reſign &c. *all an*
hail the ſaid Tenement of Land high and laigh
&c: with the houſes &c. lyand and bounde
as ſaid is, *in the hands* of &c. *in favours* an
for new Infeftment &c. whilk Tenement an
Infeftments foreſaid I bind &c. to warran
&c. to be free, ſafe &c. to the ſaid R. an
his foreſaids frae all and ſundrie perrills an
dangers &c. at all hands &c. as Law wi
(hereafter may be inſert an Aſſignation t
Writs, and to Mails and Duties from ſuch
Term, with an Obligement to Reiterat &
Conſenting to the Regiſtration &c. which
ordinarly in the Town-Books wherein th
Seaſin is recorded and marked on the ba
thus.

Regiſtrat in the 20 *Leef of the fourth Pa*
thecol of Æneas Mcleod *Common Clerk of Ed*
inburgh conform to the Act of Parliament ma
in Anno 1681 *anent Regiſtration of Seaſi*
and others within Burgh. By me

Æneas Mcleo

7. *An Contract of* Excambion.

AT &c. *That is to ſay, For aſmuchas* t
ſaid *A.* and *B.* has Excambed, Excha
ed and Interchanged, and be the Tenor he
of, for them, their Heirs and Succeſſors wh
ſoever, exchange, excambe and interchange

and hail the Lands and others under written, pertaining to them, in manner following, viz. The said A. has excambed *&c. all and hail* ane Rig and a half of Land of that his Croft of the Lands of *&c.* presently possest by himself, lying —— with the said *B.* And the said *A.* sells, annailzies and dispones the samen to and in Favours of the said B. his heirs —— heretably and Irredeemably and that for the like Excambion, Exchange, Interchange and Alienation of all and hail an House, Barn and Kiln thereto adjacent pertaining and belonging to the said B. and presently possest be him, lying —— Whilk house, Barn and Kiln the said B. has Excambed, Exchanged —— with the said A. and sells, annailzies and dispones the samen, to and in favours of the said A. his heirs —and that for the foresaid Excambion of the said Rig and a half of the said Croft of —— lying as said is. *Therefore*, and for the first part of the said Excambion, the said A. binds and oblidges him —— duly and lawfully by Charter and Seasin *titulo onerolo* containing the clause of Warrandice after specified, *To* infeft and Sease the said B. his Heirs —— heretably and irredeemably but any manner of Reversion —— *in all & hail* the said Rig &c. lying as said is, and that by two manners of holding and Infeftments the one but prejudice of the other, and that either by Resignation or Confirmation or both &c, and for that effect the

said A. binds &c. to make and grant &c.
Charters &c And for the better obtaining
said Infeftment be Resignation (here inser
Procuratory of Resignation in common form
and which Infeftments and either of them sh
bear and contain this expres clause of Warra
dice following. Likeas &c. from all Waird
&c, (insert an Assignation to Writs, Mai
and Duties in common form) *For the wh
Causes*, and for the second part of the said Ex
cambion, the said A. binds &c. (here insert
Obligation to infeft the said A. in the said hous
Barns &c, be two several Infeftments as abov
to make and grant Writs, procuratories
Resignation, Clauses of Warrandice, Assig
nation to Writs and Mails and Duties *ut su
pra*) and for the renderiug the foresaid Cla
ses of Warrandice *hinc inde* more effectual
Its agreed and condescended upon betwi
both the saids parties, that in case it shall hap
pen the foresaids Lands and others above ex
cambed any time to be evicted from them o
their foresaids, or either of them in time com
ing, for whatsomever Cause or Occasion, u
pon and for the defaults and Debts of the said
Excambers, or be the defects of their Right
respective, or at the instance of any person o
persons whatsomever, Then and in the
Cases foresaid, that party from whom the said
Lands above excambed with the pertinen
shall happen to be evicted, and his foresaids
shal

all immediatly thereafter have full and free
ccess, Ingress and Regress to the heretable
nd irredeemable Property and Possession of
he foresaid Lands and others hereby excam-
ed, formerly pertaining to them in manner
oresaid, in all time coming after the said E-
ction, sicklike and als freely in all respects
if this present exchange had never been
ade and granted. And lastly both parties
nd &c. to reiterat &c. and for the more se-
rity both parties consent to the registration
e. Attour, for the better obtaining the said
feftment by Confirmation, both parties con-
acters, do hereby Command &c. and ilk one
them conjunctly and severally. specially
nstitute Greeting, That incontinent thir
esents seen, they pass to the Ground of the
d Lands and others foresaid hereby mutual-
Exchanged, and there give heretable State
d Seasin &c. to the said B. of the said Rig
d half Rig of Land lyand as said is, or to his
tain Acturney in his name. And als give
retable State and Seasin &c. to the said A of
said House, Barn and Kiln with their per-
ents lyand as said is, or to his certain Actur:
y &c, conform to the Tenor of this present
ntract in all points, be deliuerance to them
pective of Earth and Stone upon the ground
the saids Lands and others respectlve above-
ntioned, to be holden respective as above set
wn, and this in no ways they leave undone

The whilk to do both parties hereby comm
to their foresaid Baillies in that part conjun
ly and severally as said is, their full power
this present precept. In witnes whereof &

8. *A Disposition and* Tailzie.

BE it kend — me A. *Forasmuchas B.* be h
Bond and Obligation subscribed with h
hand of the date &c. for the Causes ther
in specified, band & oblidged him his Heirs &
thankfully to have contented and payed to m
my Heirs &c. *all and hail* the Sum of
Money of this Realm of *Scotland* of princip
with the due and ordinary Annualrent there
from the date of the said Bond to the Ter
of payment underwritten, and that betwi
the date thereof and the Term of *&c.* the
next to come, but longer delay, fraud
guile, with the Sum of &c. money foresa
of liquidat Expenses in case of failzie of h
said not thankfull payment of the said princ
pal Sum precisely at the Term of payment a
bove written, together also with the due a
ordinary Annualrent of the said principal Su
yearly, termly, quarterly and proportional
conform to the Act of Parliamant ay and s
long as the samen shall happen to remain u
payed after the said Term of payment abov
written. Likeas the said B. by his other Bo
(deduce as above then say) as the saids t
Bo

Bonds of the dates respective foresaid, insert and Registrat in the Books of Council and Session upon more fully bears. *Whereupon* I raised Letters of special Charge to enter Heir, and by vertue thereof I caused *&c.* Messenger pass upon — and lawfully charge the said said B. to enter Heir in special to the deceast C. his Grand-father on the Mother side, and the deceast *D.* his Uncle, and Umquhile E. his Father, and F. his Grand-Father on the Fathers side, in the Lands and others after-specified, wherein they or either of them dyed last vest and seased, as the said Letters of special Charge and Executions thereon also more fully bears. *Likeas*, upon the saids two Bonds and Letters of special Charge to enter Heir and Executions thereof, I raised *Summonds* of Adjudication at my instance against the said B. as the same duly execute in it self also more fully bears. *And sicklike*, I by my Assignation subscribed with my hand of the date *&c.* for the causes therein specified, assigned, transferred and disponed to G. the hail Sums of Money above written, Principal Annualrents and liquidat Expenses above-mentioned, contained in the foresaid two Bonds, Letters of special charge and Summons of Adjudication above-written, as in the said Assignation of the date foresaid at more length is contained. *And in like manner* upon the —— day of —— the said G. obtained

a Decreet of Adjudication at his instance be-
fore the *Lords* of Council and Session again
the said B Adjudging, Decerning and De-
claring the Ground Right and Property of
and hail the Lands and Barony of —— an
Town thereof, with the Castle, Tower, For-
tallice, Manner place, Yards, Orchyard
Milns, Woods, Fishings, Forrests, Tennent
Service of free Tennents, Advocation, Do-
nation and Right of Patronage of the Pro-
vestrie, Prebendries, Chaplanries of the Col-
ledge Kirk of —— Annexis, Connexis, Parts
Pendicles and Pertinents thereof; The *Lands*
called —— *all and hail* the Lands with the Ad-
vocation &c. Right of Patronage of the Pa-
rish Church of &c. Personage and Viccarage
with the Rents, Teinds as well great as small
united and pertaining to the said Kirk of &c.
and Patrimony thereof, all lying within the
Parochen of —— and Annexed and Incorpo-
rat in a free Barony. called the Barony of ——
all and sundry the *Lands* of —— other ways
called —— which pertained of before to ——
sometime holden be him of —— sometime pos-
sest by —— and their Sub tennents, with all
and sundry parts —— together with the pri-
viledge of Regality of all and hail the said
Lands and bounds thereof. *As likeways* the
Lands and Baronies of —— sometime belong-
ing to —— and disponed by him in favours of
the

eſaid B. *As alſo* the *L*ands and Baronoyof —Parts, Pendicles and Pertinents thereof, the ſamen are diſponed in the Rights and ſeſtments thereof, Together with the bygone ails, Ferms, Duties and Emoluments of the d hail *L*ands and Baronies of——and others ove-ſpecified belonging to the ſaid B. as wfully charged to enter Heir to the ſeve- Perſons above-mentioned, and lying in anner above-ſpecified, Reſting, Owing un- yed be the Tennents, Occupiers and Poſſeſ- s of the ſamen, together with *all and in-* Reverſions, Tacks, Diſpoſitions and other rits pertaining to him, to perrain and be- ng to the ſaid *G.* in payment and ſatisfac- n to him as Aſſigney foreſaid, of the Sums Money principal, Annualrents and liqui- Expenſes, extending at the Term of *Mar-* *mas* then laſt, to the Sum of —— *salvo* *to calculo*, as the ſaid *D*ecreet of Adjudi- ion of the date foreſaid, ſeen and allowed the ſaids *L*ords of S. and S. and be them nd to be orderly proceeded as their All ow- ce and Approbation written upon the back reof, dated —— at more length Proports. *Ikeas* the ſaid G. by his Letter of Aſſignati- &Retrocesſion dated—did retroceſs aſſign d diſpone back again to me the foreſaids nds and Sums of Money reſpective above- itten therein contained ſpecial Charge to er Heir, Executions thereof and Decreet

Adju dication above mentioned, Lands and
thers above ſpecified therein contained as
the ſaid Renunciation on the date foreſaid at
length is contained. *And now*, for the
and favour I have and bear to H eldeſt
full Son to the ſaid B. procreat betwixt
and *M.* his *Lady*, and for the good and
ſervation of the ſaid B. his *Family*, and
certain other juſt and onerous Cauſes, go
grave and weighty Conſiderations me mo
Wit ye me, to have aſſigned, transferred
diſponed, *Like as* I the ſaid *A.* be the T
hereof, under and with the Reſervati
Proviſions, Irritancies and Declarations
pective under-written, Aſſign, Transfer
Diſpone frae me my Heirs and all others
Aſſigneys, to and in favours of the ſaid H
to the Heirs Male lawfully to be procreat
his Body, whilks failling to J. ſecond
full Son to the ſaid B. and to the Heirs
lawfully to be procreat of his Body, wh
failzing to *K.* third lawfull Son to the ſ
and the Heirs Male lawfully to be proc
of his Body, whilks failling to any other
Male procreat or to be procreat of the ſaid
betwixt him and the ſaid *M.* his Lady, wh
failzing to the ſaid B. his Heirs Male of
other lawfull Mariage, whilks failzing to
eldeſt lawfull Daughter of the ſaid B. pro
betwixt him and the ſaid M. his Lady wit
Diviſion, and to the Heirs Male lawfull
be procreat of her Bod . whilks failling

e eldeſt Daugther of the ſaid B. to be procreat be him of any other lawfull Marriage, keways without Diviſion in the Terms above mentioned, whilks all failling to the id B. his neareſt and lawfull Heirs and aſgney whatſomever, *all and haill* the foreſaid cumulat Sum of——contained in the foreid Decreet of Adjudication it ſelf haill rounds and warrands therein mentioned, onds, Aſſignations, ſpecial Charge to enter eir, Retrocеſſion, Letters of Inhibition iſed at my inſtance upon the Premiſſes Extutions, Indorſations and Regiſtrations ther and others above written, haill Heads Arcles, Clauſes Tentors and Contents thereof, ith all that has followed or may follow ereupon, together with all other Right, itle, Intereſt, Claim of Right and Poſſeſſion have or can pretend any manner of way the foreſaid Lands, Baronies and others, ith the Pertinents hereby diſponed, Turning nd Transferring the Right of the haill premiſfrae me and my foreſaids, to and in favours the ſaid H. and the ſaids Heirs Male lawlly to be procreat of his own Body, whilks illing the other Heirs of Tailzie abovevritten conform to the Succeſſion above ſpeified, whom I have ſurrogat and hereby ſurgats and ſubſtituts in my full Right, Title nd Place of the premiſſes forever, And that nder and with the foreſaids Reſervations,

Pro-

Proviſions, Irritancies and Declarations re-
pective under written, and no otherways, co-
Reſerving to me the ſaid *A.* my Liferent du-
ring all the days of my Lifetime of the for-
ſaid — with the hail pertinents thereof. *A-*
lſo, Reſerving to me at any time in my Life-
time a Power and Faculty by a writ under m-
hand, to affect and burden the Fee of the ſa-
— and Pertinents thereof, with what Sum-
of Money or Annuity I ſhall think fit. *An-*
ſicklike, Reſerving to me the ſaid *A.* a powe-
and Faculty, To burden the ſaid Tailzied E-
ſtate or any part thereof, with an yearly An-
nuity and alimentary Proviſion in favours o-
L. lawfull Daughter of the foreſaid *C.* an-
Relict of *E.* as I ſhall think fit during he-
Lifetime. *And likeways*, to burden the ſai-
Tailzied Eſtate, with a Proviſion of — i-
favours of *N.* Siſter German to the ſaid B. i-
ſuch Terms, and under ſuch Qualities an-
Proviſions as I ſhall think fit and expedien-
And in like manner, Reſerving to me the ſai-
A, a power and faculty at any time of my
Lifetime, by a Writ under my hand, to alien-
or diſpone the ſaids Lands of — with th-
pertinents contained in the ſaid Decreet o-
Adjudication, and a proportional part of th-
Sums of Money above-written, wherewith th-
ſamen are burdened and affected, in manner an-
with what qualities and proviſions I ſha-
thin-

think fit, *Reserving likeways* out of this Right and Disposition, the right of relief *&c.* As also, reserving and excepting out of the Bond —and out of this present Assignation and Disposition, the Sum of ——— principal and all bygone Annualrents thereof, with the sum of penalty —— which Sum of —— Annualrents and Expenses aforesaid, is no ways comprehended in this present right and Disposition, but expressly reserved and excepted, with power to the said A. his Heirs and Assigneys, to use all manner of Execution thereon, personal and real as effeirs of the Law, as if thir presents had never been granted. *And alike*, It is hereby expressly provided & declared and to be contained in the Infeftments to follow hereupon, That it shall not be leisum nor lawful to the said *H.* or the other members of Tailzie above-mentioned, Male or Famale, To alienate or dispone the said Lands, Barronies &c. or any part thereof, to any person or persons, or to contract Debts, grant Bonds, nor any other deeds whatsomever — whereby the said Lands, Barronies, Lodgings and Pertinents thereof respective above-mentioned, may be anyways burdened, apprized, adjudged or anyways evicted from the said H. and the other Members of Tailzie above-mentioned. And *in case*, any such Alienation, Disposition and or Deed shall be made, granted or done by the said *H.* or the other Heirs of Tailzie above

above mentioned male or famale, the sa
are hereby declared to be *ipso jure* null a
void, and that the famen shall no ways p
judge the next succeeding *Heir* of Tailzie n
any ways affect nor burden the said Tailzi
Estate, and that the Service and Retour of
succeeding heir of Tailzie in the saids La
and Tailzied estate shall no ways oblidge
said *Heir* so served and succeeding to tak
the Obligations or Deeds of his predeces
farder then is allowed by this present right a
Disposition. *And in regaird* the said *H.* a
the other Succeeding heirs of Tailzie are Fi
of the said Estate during their incumban
under and with the reservations, provisio
irritancies and declarations above and a
specified: It is hereby expressly provid
and declared it shall not be leisum nor law
for the said *H.* and the other heirs of Tail
above-mentioned, to alienat or dispone th
Liferent of the said estate, nor do any deed
Bond, Assignation nor otherways, whe
the famen may be evicted, in swa far as
be extended to the Sum of —yearly, with
Manfion house of—Yards, Parks, Office hou
and Pertinents thereof which is hereby to
Alimentary for the said *H.* and the other h
of Tailzie above-mentioned during their
cumbancie respective for their Aliment and
tertainment of their Family, and that he
shall be no ways lyable to or affected with d

any legal diligence by poynding, Arrest-
nt, Furthcoming or otherwise, being an
al Alimentary Provision and Destination
laid is. And becauſe the laid H. and other
embers of Tailzie above-mentioned are
ovided to the whole Tailzied Eſtate above
cified, it is moſt juſt and reaſonable, that
ſame be burdened with reaſonable and
mpetent Proviſions in favours of the ſaid
and other ſucceeding Members of Tailzie,
ir Brothers and Siſters, it is therefore here
expreſly provided and declared, that the
eſaid Tailzied eſtate is and ſhall be bur-
ned and affected with the ſum of — pay-
to ilk an of the laids Brothers and Siſters
h the ordinary Annualrent thereof after
y attain to the age of 14 years, the preſent
r providing and entertaining them at
cools, Bed and Board, and other neceſſa-
s according to their Rank and Quality, till
ſaid time and age that the ſaid Patrimony
s to bear Annualrent and thereafter during
not payment thereof, and which Sum of
and Annualrent thereof that ſhall happen
be reſting and owing ſhall be payable at
ir lawfull Marriage, or after their attain-
to the age of 21 years compleat. And
lling of them, or any of them by deceaſe
thout lawfull Marriage, or attaining to
age of 21 years, the foreſaid Sum of —
ereby provided and appointed to return to
the

the said H. and the other heirs of Tailzie a
bove mentioned, incumbents for the tim
and the said *H.* and the other Heirs of Tailz
incumbents for the time shall be personal
lyable for the said Provitions principal and A
nualrents, and are hereby astricted, holde
bound and oblidged, to grant Bonds of Pro
vision to the said particular Children wh
they attain to the age of 14 years compleit
the terms above written, with an usual p
nalty in case of faillie. And it is hereby fu
der expresly provided and declared, That
shall not be leisum nor lawfull to the said H
nor the other heirs of Tailzie above mention
To burden the said Estate with any greate
provision in favours of the saids Children, Br
thers and Sisters, then the said Sum of — s
ilk ane of them as said is. As *likeways*, It sh
not be leisum nor lawfull to the said *H.* o
the other Members of Tailzie above mentio
ed To make a Liferent Provision in cas
Marriage to a Wife above the Sum of &c. ye
ly free of publick burdens and Teinds with
pounds *Scots* for an house Mail, or conve
ent Lodging at their Mansion house — or —
with the benefit of Grass not exceeding
Cowes and *&c.* Horse, with the benefit of yu
so far as may conveniently serve the Liferen
trix Family at the option of the Fiar gran
of the Liferent. And *likeways* this prese
Disp

Disposition is expressly burdened with an yearly Annuity of &c. free of publick Burdens, to be payed out of the Tailzied Estate at two Terms in the year to the said *B.* he alwise approving and ratifying this present Disposition and Settlement in all the Heads and Clauses thereof above and after specified by a Writ under his hand, and no otherwise, and in case of refusal this Reservation of the foresaid Annuity of &c. to be void and null, with full power to the said A. at any time during his lyferime by a Writ under his hand to raise and augment the said yearly Annuity or to lessen and diminish the same as he shall see just cause therefore, and as he shall think fit and expedient for the good of his family and the said *M.* his Lady for their Aliment, entertainment and Provision of the Family, with the Mansion house, Office houses and yards of &c. with the Casualities of the said Barony, which is hereby declared to be Alimentary and no ways affectable by any Debt contracted or to be contracted be the said B. any legal Diligence done or to be done thereupon, the foresaid Annuity being heredestinate for his own and his Family entertainment as said is. *Likeas* this present right and Disposition is burdened with the different Provisions made in favours of the said *M.* mentioned in her Contract of Marriage and other Provisions granted in her fa-

vours, wherewith her Sons, and the oth
Heirs of Tailzie are expreſly hereby burden
Reſerving Likeways a Power and Faculty to
ſaid *B.* in caſe of a ſecond Marriage, To p
vide the Wife of that Marriage, to the ſa
ſaid Sum of *&c.* in the terms above menti
ed, allowed in favours of the Heirs of Tail
and to provide the Children of that Marri
with the Proviſions, and in the Terms abo
mentioned as is allowed to the ſaid Heirs
bove written: *And alſo*, It is hereby exp
ſly provided and declared, That in caſe
legal Diligence by *Appriſing*, *Adjudicati*
or otherways for the Sums with which the
Tailzied Eſtate is allowed to be burdened
ſaids Appriſings, Adjudications and oth
are no ways to carry away the Property of
ſaid *Tailzied* Eſtate by the expired Legals
otherwiſe, but allennerly the ſaid Diligen
are to ſtand and ſubſiſt as a Security upon
ſaid Eſtate for the Sums thereby truly re
and no furder. *And farder*, It is hereby
preſly provided and declared, that in caſe
ſaid H. or any others of the heirs of Tai
above mentioned, ſhall depart from the
Catholick reformed Religion as it is now
ſtabliſhed in this Kingdom, then and in
caſe the preſent incumbent ſo Appoſtati
ſhall be reſtricted to the Sum of &c. pay
out of the ſaid Tailzied Eſtate, yearly, fre
all publick Burdens, with the Manſion ho

nd Office houſes as he ſhall chuſe, and the uperplus of the ſaid Eſtate and Pertinents, ſhal ccreice and belong to the next ſucceeding Member of Tailzie above mentioned who is f th true reformed Proteſtant Faith above-ecified. *And providing alwiſe*, Likeas, It is ereby expreſly provided and declared, That his preſent Right and Diſpoſition is burden-d with the Implement and Performance of ny Obligement, Diſpoſition or Clauſe of Warrandice conceived in my own favours, in va far as concerns the other Rights and Lands ith the Pertinents contained in the ſaid De-reet of Adjudication not hereby diſponed, ut is expreſly excepted and reſerved furth f this preſent Right and Diſpoſition; And ore eſpecially but prejudice of the generality oreſaid, reſerving to me the Lands and Baro-y of &c. Parts, Pendicles and Pertinents ereof, with a proportional part of the ſums Money above written contained in the onds above ſpecified, effeirand to the true alue of the foreſaid Lands, which Lands are kewiſe contained in the Decreet of Adjudi-ion above mentioned, and alſo the ſamen ands are ſpecially diſponed in favours of me e ſaid A. and whereupon Infeftments have llowed, and thir preſents are granted with e burden and ſpecial Warrandice thereof. *kkeas* this preſent Right is granted with the rden of the Relief of any Cautionries o

foverties, wherein I the said *A.* ſtande
ways bound for the ſaid *B.* And with and u
der the Proviſions and Declarations contai
ed in the twenty two Act of the firſt Seſſio
of the firſt Parliament of King *James* the
And likeways providing alwiſe that the wh
foreſaid Reſervations, Faculties, Proviſio
irritant and reſolutive Clauſes above menti
ned, be inſert and contained in the Charte
Precepts, Inſtruments of Seaſin and Infeftme
to follow hereupon. *And ſicklike* in all ſe
vices, Retours, Charters, Seaſins and oth
Writs and Conveyances to be made and e
pede in favours of the Heirs of Tailzie abo
mentioned; And it is hereby expreſly pr
vided and declared, that the Ommiſſion a
Neglect of inſerting the ſaid irritant and re
lute Clauſes above written in the ſaid Infe
ments, whereby the Heirs of Tailzie abo
mentioned do poſſeſs the Eſtate, ſhall be a ſ
ficient ground whereupon the next Heir
Tailzie may purſue and obtain Declarator
gainſt the Contrveener, for declaring his Rig
void and null in favours of the next *Her*
Tailzie, and that no perſon having inte
may pretand ignorance thereof, but expect
be ruled by the ſamen, and the Juſtice of t
Kingdom is implored for that effect, wi
the whilk expreſs Proviſions, Reſervatio
Irritancies, reſolutive Clauſes, Declaration
Faculties above written, Thir preſents
gran

granted be me, and swa accepted be the said H. and the other Members of the Tailzie above written, and no otherwise: And I do hereby joyn with the said B. Tutor and Administrator of the Law to his said Sons and their heirs of Tailzie foresaid P. & S. my self and T. &c. to be Tutors to the said H. and the other Heirs of Tailzie foresaid, for doing, managing and ordering their said Affairs during their Minority, and with full power to the said Tutors or any two of them, my self being always *sine quibus non*, to Act, Do, Guide and Manage the Affairs and Business of the said Minors, during their Minority as said is. *Whilk Disposition and Assignation* above written, under and with the foresaids Reservations, Provisions, Faculties, Irritancies Resolutive Clauses and Declarations above written, I the said A. be their presents bind and oblige me, my Heirs, Executers and Successors in my Lands, Heretages and Intromets with my Goods and Gear whatsomever, to warrand, acquit and defend to be good valid and sufficient to the said H. and the other Members of Tailzie above mentioned from my own proper Fact and Deed, done or to be done by me allennerly, That is to say &c. And for the more Security I am content and consents thir presents be Inserr and Registrat in the Books of C. and S. or any other Register competent, therin to remain for Pre-

ſervation, and if need beis that Letters
Horning and other Executorials needfull
paſs hereon in form as effeirs, and for
effect conſtituts —— my Procurators. *Att*
to my Lovits —— and ilk ane of you co
junctly and ſeverally my Baillies in that
it is my Will and I charge you, That inco
tinent thir preſents ſeen ye paſs to the Grou
of the ſaids Lands, Baronies and others
pective above-written with the Pertine
and there give and deliver to the ſaid
heretable State and Seaſin, corporal, real
actual Poſſeſſion of all and hail the ſaids La
and Barony of — and Town thereof, w
the Caſtle, Tower, Fortallice, Manner-pl
Yards, Orchyards, Milns, Woods, Fiſhi
Tennents, Tennendries, Service of free T
nents, Advocations, Donations and right
Patronadge of the Proveſtrie, Prebend
Chaplandries of the Colledge Kirk of —
nexis, parts, pendicles and pertinents there
the Lands called — all and hail the Lands
Barony of — with the Advocation, *Donati*
and right of Patronadge of the Paroch Chu
of — Parſonadge and Viccaradge with
Teinds as well great as ſmall, united and p
taining to the ſaid Kirk of — and *Patrim*
thereof, all lying within the Sheriffdom of
and annexed and incorporated in a free Ba
ny, called the Barony of *&c.* all and hail
Lands of *&c.* otherwiſe called *&c*, which p
tai

ined of before to *&c.* and sometime holden
him of *&c.* and now of His Majesty. *And*
klike all and hail the said Lands and Baro-
of *&c.* with all and sundry Parts *&c*, with
e priviledge of Regality of all and hail the
d Lands and bounds thereof. *And sicklike*
and hail &c. as the samen are designed,
ounded and contained in the antient Rights
d Infeftments thereof respective, and that
deliverance to him or his certain Acturney
his name bearer hereof, of Earth and Stone
f the ground of the saids Lands, Baronies and
enement respective above expreſt, under and
ith the foresaid Reservations, Provisions, Ir-
tancies, resolutive Clauses and Declarations
spective above written and no otherwise, and
his in no ways ye leave undone, The whilk
o do I commit to you conjunctly and seve-
ally my full power be this my Precept. In
itness whereof I have subscribed thir presents
written by &c. Servitor to &c. Writer to his
Majesties Signet) with my hand at *&c.* the
c. day of *&c.* before thir Witnesses *&c.*

9. A *Precept of* Clare Constat *of Feu-Lands*

ANNA Dutchess of *&c.* Superior of the Lands under-written with the pertinents, with the special advice and consent of G. Duke of *&c.* Our most well belo-

...ed Spouse, for his Interest, To our beloved ... of &c.

and any one of you conjunctly and severally our Baillies in that part, specially constitute Greeting. *Because* it is clearly made appear and is known to us and our foresaids Spouse and others in our Name by our special command, by authentick Documents and Instruments produced and shown before us, seen read and looked into, *That* the deceast C. of &c. Uncle to our beloved *H.* Knight, Baronet bearer of these presents, dyed last vest and Seased of Fee at the Faith and Peace *S. D. N.* (or) of Our Supream Lord *Charles* by the Grace of God, King of *Great-Britain France* and *Ireland*, Defender of the Faith, *In all and hail* our Lands of *S.* with their several pertinents, lyand within our Barony of K. and within the Sheriffdom of &c. and now within our Dukedome, and Regality of &c. *And that* the said *H.* is Nephew lawfull and neareſt Heir of the said deceast C. his Uncle, on the Mothers side, in *all and hail* the foresaid Lands of *S.* with their Pertinents, lying as aforesaid, *And that*, he is of lawfull Age, *And that* the saids Lands with the Pertinents are holden of us in Feu-ferm and Heretage, for the yearly payment of the Sum of &c. usual Money of this Kingdom of *Scotland*, as for the yearly Feu-farms, the Duties, Grassoumes, used and wont, before payed, and also for

Aug

augmentation of the Rental of the ſamen, li[f]
ed and together uptaken at the accuſtomed
eaſts and two Terms in the year, to wit,
Whitſunday and *Martinmaſs* in Winter, by e[q]
ual Portions, together with Court ſervice &
ther Service from thence due and accuſtomed
n name of Feu-ferm only, Alſo the Heirs of
he ſaid C. doubling the ſaid Feu-ferm the
rſt year of their Entering to the foreſaid
ands, as uſe is of Feu ferm; And alſo
etforming three Suits to our three head
Courts of our ſaid Regality of &c. yearly hol-
en by Us and our Baillies, in our Name, at
ur Burgh of Regality of *&c.* in place of their
Compearance before upon our ſaids Lands of
&c. Moreover, Reſerving to us the ſaid *Du*[t]*ches*
ur Heirs and Succeſſors whatſomever a Barn
nd Barn yard on any part of the ſaid Lands,
o receive the Teind ſheaves of our Lands &
arony of *&c.* And that there be no Impedi-
ent or Obſtacle made in Leading and Draw-
ng of the ſaids Teinds, under the Penalty of
ayment of the *D*amnage, Expenſes and Inte-
eſt, and the principal liquidat to the double,
efore our Baillies of the ſaid Regality and
yed by them. *Providing alſo*, if two terms
un in the third unpayed of the *Feu* ferm a-
ove written, either in part or in the whole, of
he foreſaid Terms, in that caſe the ſetting of
his *Feu*-farm ſhall be of no ſtrength or moment
nd ſhall be void in time comidg. *And Re-*

ſervin

ing, That it ſhall not be lawfull or leiſum to the ſaid *H.* and his heirs and Succeſſors above written, to alienat or ſell the ſaids Lands or any part thereof without our Licience or of our Succeſſors obtained for that effect, under the pain of forfeiting and loſing that part of the Lands ſold, as in the ſaids Charters, Documents and Inſtruments made and granted by us and our Predeceſſors to the ſaid deceaſt *C.* and his Predeceſſors and Authors of the foreſaid Lands thereupon, more fully proports. *Therefore*, We ſtrictly requires and firmbly commands you, and ilk an of you. conjunctly and ſeverally our Bailies in that part aforeſaid, That how ſoon theſe preſents ſeen, without delay ye give heretable State and Seaſin, together with real, actual and corporal Poſſeſſion of *all and haill* the foreſaid Lands of S. with their Pertinents, lying as afore ſet down, To the forenamed *H.* as Nephew neareſt and lawfull Heir to the ſaid deceaſt *C.* his Uncle on the Mother ſide, or his certain Acturney bearer of theſe preſents by deliverance of Earth and Stone of the ground of the foreſaids Lands as uſe is, according to the effect, form and tenor of the antient Inſeſtments of the ſaid Lands made and granted to the Predeceſſors of the ſaid *C.* by us and our Predeceſſors thereupon; And of which Precept of Seaſin, what juſtly is eſteemed to appertain, ye or any of you do without delay,

Safein

Safeing our Right, and safeing the Right of every one, and this in no ways ye ommit, To the doing whereof we be the Tenor of these presents with consent foresaid commit our full and irrevockable power to you or any of you, conjunctly and severally our Baillies in that part aforesaid. *In Testimony of which thing*, these presents (written by *I.* Servitor to P. Writer to his Majesties Signet) Subscribed with our hand, and with the hand of our said most beloved Spouse in sign of his consent, & our proper Seal is appended and affixt thereto. At—the 12 day of the Moneth of—— one thousand six hundred and seventy eight, before these Witnesses *&c.*

10. *Ane Precept of* Clare Constat, *with a* novo damus *of Waird Lands.*

I *David* Lord——Superior of the Lands and others under written, To *&c* my Lovits, or any of them conjunctly and severally my Baillies in that part, specially constitute, Greeting. *Because* by authentick Instruments and Documents shown and produced before me, it is evident and clearly known to me, *That* the deceast *A.* of——Father of my Lovit *B.* now of—— bearer hereof, dyed last lawfully Infeft and Seased, as of Fee, and at the publick Faith and Peace, *In all and hail* the Lands of *&c.* with *Houses*, *Biggings &c.* and their pertinents,

tinents, lying within the Barony of &c. and Sheriffdom of &c. And that the ſaid B. now of &c. is neareſt and lawfull heir Male to the deceaſt A. his Father, of the foreſaid Lands with the Pertinents, and that he is of lawfull Age, And that *all and hail* the ſaid Lands with houſes &c. and their Pertinents foreſaid are holden immediatly in chief of me, as Baron of the ſaid Barony of &c. and of my Predeceſſors, be Service of Waird and Relief with the Marriage when the ſamen ſhall happen, which was formerly taxt by my Predeceſſors to the taxt duties and Sums of Money particularly after mentioned allennerly, as in the ſaid Documents and Inſtruments ſhown and produced before me, at more length is contained. *Attour* for certain onerous Cauſes, great Reſpects and Conſiderations moving me, *Therefore wit ye me*, to have of new given, granted and be this my preſent Charters confirmed. *Likeas*, I be thir preſents of new, give, grant and be this my preſent Charter confirms, To the ſaid B of —— his Heirs Male and Aſſigneys whatſomever hereſably *all and hail* the ſaids Lands of —— with Houſes, Biggings, Yards, Orchyards, Tofts. Crofts and their Pertinents, lying as ſaid is, together with all Right, Title, Intereſt and Claim of Right, whilk I my Predeceſſors Heirs or Succeſſors had, have, or any ways may have, I claim or pretend in and to the ſaids Lands and others

above

bove written with the Pertinents or any part hereof in time coming or to the Mails, Farms rofits and Duties thereof of whatſomever ears and Terms bygone or to come, by rea-on of Waird, Reliet, Non-entry, Eſcheat orefaulture or Recognition, Reduction of In, eſtments, Seaſins or Retours, Diſclamation r any other Right or Title or Form what-omever, Cauſe or Occaſion bygone. preceed,, ng the date hereof, renouncing, tranſporting-nd overgiving of the ſame, with all Action nſtance, Execution or Purſuit, competent or at may be competent thereanent. frae me ny Heirs And Succeſſors, in favours of the ſaid . and his foreſaids for now and ever, pro-iſing never to call any thing in queſtion hereanent, and with Supplement of the de-cts and imperfections as well not named as amed, whilk I will have holden as expreſt in his my preſent Charter to be holden and to old *all and hail* the foreſaid Lands of—— ith Houſes, Bigging——and their pertinents, o the ſaid B. his Heirs Male and Aſſigneys oreſaid heretably of me my Heirs and Succeſ-ors in Fee and Heretage for ever, by all he old Rights, Meiths, & Marches of the ſa-uen lying and divided as the ſamen lyes in ength and bredth, in Houſes, Biggings, Plains loors, Moſſes, Waters, Stanks, Barns, Mea-ows, Paſturage, Milns, Multures, with the ſuccken and Sequells, Hauking and Hunt-

ing.

ing, Fishing and Fowlling, Peits, Tur
Coals, Coal heughs, Cunninggars, Cunning
Doves, Dovecoats, Yards, Orchyards, Sm
dies, Brewries, Brooms, Woods, Parks, Scro
Trees, growing Timber, Quarries, Ston a
Chalk, with Courts and their Escheats, U
laws and their Americaments, bloodwits a
other Priviledges belonging thereto, wi
common Pasturage, free Ish and Entry there
to, and with all and sundry other Liberti
Commodities, Profits and Emoluments a
all other righteous pertinents thereof wha
somever, as well not named as named, unde
neth as above the samen, far or neir, pertai
ing or belonging, or that may justly be kuow
to appertain or belong to the foresaids Lan
and others above written, with the pertinen
in any manner of way in time coming, w
and in peace, freely, quietly, fully, honor
rably without any impediment, obstacle, r
vocation, contradiction or agian calling Gi
ing yearly the said *B.* his Heirs Male and A
signeys foresaid s. to me my Heirs and Succe
fors, Service of Waird and Relief, when t
samen shall happen allennerly. *Moreover*
grant and will for me my Heirs and Succesfor
that albeit it should happen the foresaids Land
of——with the Pertinents to become or fa
In the hands of me my Heirs and Succesfor
be reason of Waird or Non-enery, throug
Minority of the Heirs of the said B. yet they sha
bruik

bruik and joiſe and poſſeſs all and hail the foreſaid Lands of——and ſhall intromet with and uptake the Mails, Ferms and profits and Duties thereof during the hail time of the ſaid Waird and Non-entry, how often and ſwa often as the ſaid Lands with the Pertinents, ſhall happen to fall in the hands of me, my Heirs and Succeſſors by reaſon of Waird or Non-entry in time coming, the Heirs and Succeſſors of the ſaid B. payand therefore, yearly dnring the time of the ſaid Waird or Non-entry, the Sum of—— at two Terms in the year *Whitſunday* and *Martinmaſs* by equal Portions, And for the Marriage of the Heir the Sum of——*For the whilk* Sums of Money above written, I for me, my Heirs and Succeſſors give, grant and diſpone to the *Heirs* and Succeſſors of the ſaid B. the Waird and Nonentry of the ſaid Lands, with the Pertinents, Mails, *Ferms*, Profits and Duties thereof in all time coming, with the Relief thereof when it ſhall happen, and the Marriage of the *Heirs* of the ſaid B. and their Succeſſors, and that how often and ſwa often as the ſaid Lands with the pertinents ſhall happen to come and fall in the hands of me my *Heirs* and *Succeſſors*, by Reaſon of Waird and Non entry in time coming conform to the ſaids old Infeftments granted by my predeceſſors, for all other Burden, Exaction, Queſtion, Demand, or Service

Service secular, that may be justly exacted uplifted or required, for or furth of the said Lands with the pertinents be any person persons my Successors and I for me, my heirs and Successors whatsomever, shall warrand acquit and defend all and hail the said Lands with the pertinents above written, with Houses Biggings and their pertinents, to the said his Heirs Male and Assignevs foresaids, sickle and als freely and peaceably in all respects as be all things in form, manner and effect is above written, frae my own and my foresaids proper fact and deed allennerly, and no furder, nor *no otherways*. *Therefore* I command and charge you, and ilk one of you above mentioned my Baillies in that part That immediatly after sight hereof, ye pass to the ground of the foresaid Lands and others above written with the Pertinents, and there give heretable state and seasin, real, actual and corporal Possession, of *all and hail* the foresaid Lands of —— with Houses &c. and other pertinents thereof, lying as said is, to the said *B.* or his certain Acturney bearer hereof in his name, by giving and delivrance of Earth and Stone of the samen Land as use is, after the form and Tenor of this present Charter, swa granted by me to him and the old Infeftments made and granted to his predecessors thereupon: And that ye do the samen without delay, and nowayes

ave the famine undone, The whilk to do commit to you conjunctly and severally my ullies in that part foresaids, my full power d Commission, *Saffeand* every mans Right hatsomever: In witnes whereof (written —) I have subscribed thir presents with y hand &c.

his preceeding Writ contains the most materi- Parts and Stile of a Charter by King or bject.

. Disposition of Superiority by the Superior in Favours of a Vassal.

DE &c. Me *S.* Superior of the Lands and o- thers under written, with the pertinents *rasmuchas V.* heretable Proprietar of the said nds, has made payment to me — where- I grant the Receipt — *Therefore wit ye me* have sold *&c* toandin favours of the said *V.* d his Heirs — *all and hail* the foresaid nds of — and universal Pertinents there wherein the said *V.* stands presently here- ly infeft and *Seased* as of Fee, holden be n of me and my foresaids, his immediat law- l Superiors thereof, Together with all Right tle &c. as well Petitor as Possessor, whether Property or Superiority, which I or my resaids as Superiors thereof, or any other nner of way, had, have or may have *&c*

or to any Part or Portion thereof, or to a
Few, or blench Duties or other Duties a
Services whatsomever, forth thereof in ti
coming. Likeas I bind —— to purchase a
procure the said *V.* and his foresaids to
duly and lawfully Infeft and Seased therein
Charter and Seasin in due and competent for
to be holden from me and my foresaids,
my immediat lawfull Superiors thereof, the
Heirs and Successors, sicklike and als freely
all respects as I or my foresaids or my Autho
or Predecessors, held, hold or any ways m
hold the samen our selves, and that either
Resignation or Confirmation or both, as t
said *V.* and his foresaids shall think fit, And
that effect I bind to make, grant & call Charters
needfull containing procuratories of Resig
tion, precepts of Seasin and other Writs, E
dents and Securities requisit and usual with
Clauses needfull, for the said *V.* and his for
saids their better security and peaceable po
session of the said Lands above disponed
And for the better obtaining the foresaid
fetrment by Resignation, I have made, consti
tute —— (here insert a procuratorie of R
signation with all, or any of the Clauses
the preceeding Dispositions, that shall be nec
full *mutatis mutandis*)

12 *Precept of Seasin by the Superior to his Vassal conform to precepts directed furth of the Chancellary.*

GEorge Marquiss of —— Superior of the Lands —— To my Lovits and ilk an of you —— my Baillies —— Greeting. *Forsameikleas*, be Inquisition made before —— as Sheriffs of the Sheriffdom of —— and Baillies of the Bailliary of —— in that part be Commission granted to them for that effect bearing, that the deceast *D.* of —— Father to *S.* died last vest and seased as of Fee, in peace. *In all and haill* the —— Merk Land of old extent with Manner place, houses, biggings, yards, dovecoats, crofts, mosses, ecal-heughs, lime-stones Tennents, Tennendries, service of free-tennents with the pertinents mentioned and divided as is under-written, *viz.* the —— *Merk-Land &c.* And that the said *S.* is nearest and lawfull *Heir* to the said deceast *D.* his Father in all and hail the foresaid Lands with the pertinents, and that the samen Lands are holden of me, my *Heirs* and Successor immediatly in chief, as the Service and Retour led and deduced thereanent, bears, *Likeas* I as Superior foresaid am charged and required by vertue of an precept directed furth of the Chancellary upon the said Service & Retour to give State *&c.*

to the ſaid S. as neareſt and lawfull Heir to the ſaid deceaſt D. of—his Father, he doing alwiſe to me what he is bound to do of the Law, and but prejudice of every mans Right as accords. *Therefore* and for obedience of the ſaid Precept and Charge given unto me I do hereby Charge and Require you and ilk an of you conjunctly and ſeverally my Baillies in that part foreſaid, that incontinent this preſent ſeen, ye paſs and give and deliver heretable State and Seaſin (*in common form*) And this in no ways ye leave undone, whereanent thir preſents ſhall be your Warrand, but prejudice of my own and every mans Right, as accords, whilk is hereby ſpecially reſerved. In witnes whereof *&c.* my hand, and cauſed append my Seal thereto *&c.*

13. *Gift of ſingle and Liferent Eſcheat.*

BE it kend *&c.* S. Superior of the Lands of——and others reſpective after ſpecified and Lord of the Regality of——under-written, and thereby having juſt and undoubted Righe to the ſingle Eſcheat of V. and als to his Liferent Eſcheat of *all and hail* the Lands of——and others after expreſt. *For aſmuchas D.* has at and before the granting hereof made payment to me of *&c.*, whereof I grant the Receipt *&c.* *Therefore* I ſell, give, grant and diſpone, to and in favours of the ſaid *D.* his

Heir

&c. theſingle Eſcheat of the ſaid V, of al Goods, Gear, Debts, Sums of Money, Actions Obligations, Gold, Silver, coinzied or uncoinzied, Corns, Cattel, Horſe, Nolt, Sheep, inight Pleniſting, Tacks, Rooms, Poſſeſſions, Mails, Farms and Duties of his Lands of all ears —— unpayed, and of all other Goods nd Gear whatſomever, which pertained to he ſaid V. the time of the Denunciation afer ſpecified, or which within the ſpace of ear and d ay thereafter, did accreſs and perain to him, reſerving alwife to my ſelf all Goods and Gear that the ſaid V. happened to ccquire, or which to him did accreſce ſince he expiring of the foreſaid year and day, toether with the ſaid V. his *Liferent* Eſcheat *f all and hail* the Lands of —— with Houſes, iggings, Yards, Orchyards, Milns, Woods, iſhings, Parts, Pendicles and Pertinents theref whatſomever, heretably pertaining to the id V. holden by him of me, as his immediat wfull Superior thereof, lying —— together ith the Mails, Farms, Profits, Cuſtoms, aſulities and other Duties whatſomever due and ayable furth thereof, of all years and Terms ygone ſince the expyring of the year and day f the year and day next after the ſaid Deunciation, and ſicklike yearly and termly in me coming during the ſaid V. his Lifetime, ow pertaining and belonging to me, and llen and become in my hands as Superior

and Lord of Regality aforesaid, and at my Gift and Disposition be Reason of Escheat, Laws and Practique of this Realm; *Throw* being of the said V. orderly denounced Rebel and put to the *Horn* upon — by vertue of Letters of *Horning* direct furth, used and execute against him at the instance of *C.* for not payment making to him of the Sum of — of Principal with certain Annualrents and Expenses contained in a Bond granted be him to the said *C.* thereupon dated *&c.* Registrat upon *&c.* as in the saids Letters, Executions and Indorsations thereof duly Registrat conform to the Act of Parliament, is at more length contained. And also, *Throw* the said V. his contemptuous remaining and abiding at the *Horn* unrelaxed, attour the space of year and day thereafter; *with power* to the said *D.* and and his foresaids to ask, crave, intromet with *&c.* the foresaid Goods, Gear and others foresaid, And if need beis to call, charge *&c.* Discharges to grant *&c.* *With power also* to the said *D.* to enter to the possession of the said Lands *&c.* and to occupie, labour and mannure the same, or otherwise set raise, use and dispose thereupon, input and output Tennents therein the Mails, Ferms, and Duties thereof, to ask, crave *&c.* and if need beis to call *&c.* therefore, and all Decreets needfull in the h[illegible] premisses for Declarator or otherwise to recover and the samen swa recovered to due Execution

cause

cause be put, Discharges &c. to grant &c. a accords, with Court, Plaint, Herezeld, Uns lawes, Amerriaments and Escheats of Court- and with all and sundrie other Easements, Commodities, Priviledges and Freedoms pertaining and belonging thereto, freely and quietly to joise, brook and possess without any obstacle, let, stop or impediment whatsomever, And generally all and sundry other things requisit thereanent, licklike and als freely in all Respects as I might have done my selfat any time before the granting hereof, which I bind me, my Heirs and Successors To warrand &c. to the said D. from my own proper Fact and Deed allennerly, That is to say &c. Consenting &c.

14 *Gift of Marriage, Non-entry and Waird.*

BE &c. Me *S.* Superior of the Lands and others under written, for certain good Causes &c. *wit ye me* To have sold, given &c To and in favours of D. the *Waird, Non-entry* Profits and Duties of *all and hail* the Lands of with Houses &c. lying —— pertaining to the deceast V. holden be him of me &c. as Superior foresaid, and that of all years and terms bygone, since the samen fell in my hands, by reason of Waird and Non-entry or either of them by the decease or the said *V.* or any of his Predecessors, last lawfull and immediat

Vassals to me and my Predecessors of the same. And *sicklike* of all years —— in time coming ay and while the entry of S. or any other the neareſt righteous and lawfull Heir thereto being of lawfull age, with the Marriage of the said S. and failling of him by decease unmarried, the Marriage of any other Heir or Heirs Male or Female that shall happen to succeed to the said Lands and others above written, with the Pertinents, with all Profits and Commodities of the Law thereto pertaining, with lawfull power to the said D. to ask &c. uplift all and sundry the Mails, Ferms, Customs, Casualities, Profits and Duties whatsomever, of all and sundry the Lands——foresaid, Together with the Profits and Commodities of the said Marriage, and if need beis to call &c. therefore &c. (*as in the former Gift* mutatis mutandis)

14 *Instrument of Intimation of a Gift of Marriage, and Offer of a Person agreeable.*

IN *Dei Nomine* Amen——In presence of me N.P. and Witnesses after-mentioned *compeared*, personally P. as Procurator for, and in name and behalf of D. in whose favours the Gift of the Marriage after expreſt is given and granted, and in name and behalf of C. his lawfull Daughter, whose Procuratory was sufficiently known to me Nottar Publick in manner

anner after rehearsed, And past to the perso-
al presence of V, having and holding in his
ands a certain Gift and Disposition made and
ranted to the said D. by *A*: Supeeior of the
id V, his Lands of——and others therein
ecified, of the Marriage of the said V. and all
rofits and Commodities thereto pertaining,
ated — Together with a Procuratory gran-
d be the said C. his Daughter to the said *P.*
the effect under written, dated &c. *And*
ere after publick Reading of the said Gift and
rocuratory in presence of the said **V.** and
ffering him an attested authentick double of
e said Gift under my Sign and Subscription
annal, which was left with the said V. the
id *P.* as Procurator foresaid made due and
wfull Intimation to him of the foresaid Gift
his Marriage. *And also* offered to him the
id *C.* in Marriage as a person agreeable with-
ut disgrace or disparadgement and required
nd desired him to take her in Marriage, and
solemnize the same *in facie Ecclesiæ* with all
olemnities usual, And for the better effectua-
ng thereof, assigned and appointed the —
ay of— next betwixt the rising and setting
f the Sun. for an interview and conference
be had thereupon, betwixt the said V: and
within the house of—at *Edinburgh* on the
-side of the Street &c. as an indifferent, safe
nd convenient place for both parties to meet
d treat as effeirs. And thereupon to make

&c

&c. ſufficient Contracts Matrimonial, conti
ning all Clauſes requiſit, with a ſufficient Joy
ture therein to the value of the third of t
ſaid V. his Rents to be provided to the ſa
C. as party agreeable aforeſaid, or *other*
deſired that the ſaid V. himſelf would nom
nat and appoint ſome ſpecial time and pla
lawfull ſafe and convenient to the effect for
ſaid, which the ſaid *P.* in name and behalf
the ſaid *D.* and *C.* promiſed to keep and ob
ſerve for their part. *And in Reſpect* the ſaid
made no anſwer, either of promiſe to obſer
and keep the ſaid Day and Place or Nomina
tion of any other, neither refuſed the ſame
Offer made aforeſaid. *Therefore* the ſaid
as Procurator foreſaid proteſted ſolemnly th
the ſamen might be holden as a refuſal, An
proteſted for the ſingle and double avail of t
ſaid V. his Marriage and profits thereof, to
payed to the ſaid D. as having Right in ma
ner foreſaid as accords of the Law, upon t
whilk &c.

16 *Gift of Recognition.*

BE &c. Me *A.* Superior &c. for certain goo
Cauſes &c. to have given &c. to D.
Heirs &c. *all and hail* the Lands of &c. wi
Houſes &c. which pertained heretably of befo
to V. holden be him of me as his immedi
lawfull Superior thereof be Service of Wa
a

d Relief, And now pertaining to me and
llen &c, and at my Gift &c. be reaſon of
cognition, Laws &c. *Throw* Alienation
the hail or moſt part thereof, made be the
d V. or any of his Predeceſſors, to and in
vours of ſome perſon or perſons without
cence or Confirmation had of me thereto,
th full power to the ſaid D. and his fore-
ids, To call the ſaid V. and all others ha-
ng—— intereſt, for declaring the ſaid Re-
gnition as accords of the Law, and all
ofits, Commodities—— whatſomever, ther
on falling to their owu uſe to convert, im-
oy and apply all Charters, Infeftments, or
hers whatſomever, that may any ways, let,
nder or imped the ſaid Recognition to re-
ce, reſcind and annull as effeirs, all actions
r that effect to raiſe, follow forth, intent and
rſue to the final end and deciſion thereof
accords &c. *Likeas* I have given &c. to
e ſaid D, all and ſundry, the Mails, Kains
uſtomes, Caſualities &c. due and payable
rth of the ſaid Lands &c. and that of all
ars &c. bygone ſince the ſame has been in my
nds, by reaſon of Recognition, Waird and
on-entry or either of them. *Turning* and
ransferring the ſame with all Right, Proper-
and Poſſeſſion that I — in time coming
om me—— To—— the ſaid D. with power
them to call and purſue therefore, *Compone*
c. and uſe and diſpone &c. at their pleaſure
And

And generally &c. to be holden and to
had, *all and hail* the ſaid Lands of ——
the ſaid *D.* and his &c. of me and my Sup-
riors thereof in Fee and Heretage forev
freely &c. and in peace, but any Revocatio
&c. *Paying* therefore yearly the Rights a
Services uſed and wont &c. warrandice fro
Fact and Deed &c. Regiſtration *&c.*

16 *Moſs-leave by one Heretor to another.*

BE &c, Me A. heretable Proprietar &
to have given, granted and diſponed
To B. his Heirs &c. Succeſſors to him in h
Lands of——within the Parochen of —alle
nerly. and his and their Tennents, Poſſeſſo
aud occupiers thereof preſent and to come, a
full, free, plain and heretable Licence, Liber
Power and Tollerance, to win, caſt and lea
Peats, Turffs, Elding, Fewal, Fail and Divo
in and upon that my Moſs of the Muir of
heretably pertaining to me or in any part &
thereof, where the ſamen may be moſt eaſi
readily and conveniently had for the ſaid B
and his foreſaids and their Tennents beſt a
vantage with free iſh and entry thereto, Gat
Ways and Paſſadges to and from the ſamen,
bruik &c. and poſſeſſed be the ſaid B. &c, in
time coming, freely, quietly, well and in peace
but any Revocation, Let, ſtop or impedimen
what

hatsomever by me or &c. Conſenting to e Regiſtration &c.

17 *Bond of* Thirladge.

BE &c. Me A. *Foraſmuchas* with my advice and conſent B. has undertaken upon s own proper Charges and Expenſes to erect d build a Corn-miln upon the Water of— ithin and upon the Ground of the Lands of — heretably pertaining to me, *Therefore* I ereby for me, my Heirs &c. Aſtrict and Thirle *l and hail* my ſaid Lands of— with the hail orns and Grains that ſhall happen to grow ereupon to be grinded by me and my foreids and our Tennents, Occupiers and Poſſeſrs of the ſaid Lands and others in time coming, at the ſaid Miln, ſwa to be built, And I ind &c. that what Corns or Grains ſoever, all happen to be grinded thereat, ſhall pay ulture, Succken, Knaveſhip and other Duties d Services uſed and wont to be payed at oer Milns for the like Grains. And this Aſiction and Thirladge above-written, I will d ordain for me and my foreſaids to ſtand, main and abide firm, ſtable and ſecure in all me coming, ordaining hereby all the Tenents &c. of the ſaid Lands preſent and to me, to give obedience thereto, conform to e Tenor hereof in all points. And that to l and ſundry whom it effeirs, I nottifie and

and make known by these Presents, Confe
ting &c.

18 *Contract of Assedation or Tack.*

AT—betwixt *L.* Liferentrix of the Te
ment of Land and others under-writ
for her self and her own Right, and with
special Advice and consent of *S*, her Son he
table Proprietar of the samen Tenement,
himself and his Right and Interest, and wi
the special advice &c, on the one part, and
and *W.* on the other part in manner und
written. *That is to say*, the said *L.* and
each of them for their respective interests fo
said has set and in *Tack* and Assedation let
to the said *H.* and *W.* conjunctly and seve
ly *all and hail* that great Tenement of Land
Lodging lyand &c. containing 12 Rooms wi
in the hail Doors thereof, 2 Sellars, a Sta
and a Brewehouse beneth the said Lodgi
Together with a part of a Yard adjacent th
to, reserving alwise the other part thereof
manner after mentioned, and that for the h
space, years and Terms of seven years next
immediatly following their entries to
Possession thereof, which is declared to be
at the term of *Whitsunday* next &c. And the
furth to continue and endure peaceably to
brooked and possessed be them or either
during the hail space &c. respective and S

ssive foresaid but any Revocation Obstacle, &c. which Tenement &c. with this present Tack thereof, the said *L.* and *S.* for their respective Interests foresaid, binds —— their heirs —— to warrand &c. to the said *H.* and W. during the hail space above written, in all and be all things as is above set down at all hands &c. *For the whilk Causes*, the said *H.* and W. binds &c. conjunctly and severally, to make payment yearly to the said *L.* in different during all the days of her Lifetime and space of this Tack, and to the said S, in ee the Sum of &c, in name of Tack-duty year during the said space at two Terms &c. equal portions, with the *Sum* of &c: liquiat Expenses for ilk Terms failzie, And als to keep the said *Tenement* and others foresaid, armless and skaithless during the said space and to leave the same at the ish and expiring this Tack, in als good condition and without any Alteration thereof, as they or either them shall find the samen at their entry hereto in the hail Glass Windows- Locks and Keys thereof, being now in good case without the express advice and consent of the said *L.* and S. and if any such Alteration made, to restore the same in als good condition as they find it, the said L. and S. conform to their respective Interests alwise keeping the said Tenement and others foresaid Wind and Water-tight as use is allenerly, with

without being oblidged to and expresly
cluding all other Reparations whatsomever
Aud als to restore in good condition what
ver Furniture shall be left therein to the sa
Land S whenever they shall be required ther
to, by her or any having ther order *Reserv*
ving alwise and providing full Liberty a
Licence to the said L and S or either of the
to possess, bruik, joyse and to make anv bui
dings, inlargements or other Alterations o
reparations whatsomever, upon all and h
that part of the above written Yard lying &c
for their behoves and advantages conform t
their respective Interests aforesaid, as they sha
think fit, at any time during the space of th
presen Tack, and that but any hazard of mo
lestation or incroachment on thir presents o
possession to follow thereon, with free Ish a
Entry and all other Priviledges belongi
thereto. And lastly it is declared that no
withstanding the Tetm and space of this pr
sent Tack, be declared to be 7 years full a
compleat next after W: next, *Nevertheless*,
is hereby provided that in case the said H: a
W: conjunctly shall think fit not to contin
the samine longer then 5 years next after the
Entry, Then and in that case it shall be leisu
to them to renounce their Possession of th
said Tenement and others foresaid, They
wise making timeous Intimation to the said L
and S: thereof personally or at &c in presenc

of a Nottar and Witneſes as effeirs be the ſpace of 60 days before the Term of *Whitſunday* at which time the ſaid 5 years will expire, and that without any hazard of Law thereupon to follow, notwithſtanding the ſaid ſpace of 7 years beis not by paſt, whereanent &c. both parties diſpenſes &c. and binds &c. immediatly after the iſh and Expiration of the ſpace of 5 or 7 years compleat as they ſhall happen to continue, To flit and remove themſelves, their Families and Furniture from the ſaid Tenement and others foreſaid, and to leave the ſamen void and red, to the effect the ſaid L. and *S.* or either of them conform to their reſpective intereſts, or any others having their Order, may enter to and poſſeſs the ſame, as the ſaid L. and *S.* ſhall think fit, without any Proceſs of Removing, Ejection or other Actions whatſomever to be uſed againſt them for that effect. And laſtly both parties binds and oblidges them and their foreſaids *hinc inde* to others, to the due performance of the haill premiſſes under the pain and penalty of—— Merks to be payed by the parties failling, to the parties obſerver or willing to obſerve, and that by and attour performance of the premiſſes, Conſenting *&c.*

19 *The form of a Barron-Bourt.*

The Court of the Lands and Barony of Banton *heretably pertaining to* A. *holden upon the ground of the said Lands, within the Hall of the Fortallice or Mansion-house of* ——*be the said A. himself, upon the* —— *of* —— 1699 *years.*

The said day the Court lawfully Fenced and affirmed, and Suits called.

THe *whilk day* A. made and constitute his Bailly, C. his Clerk to the Court E. his Officer and *D* his Dempster, who all personally present compeared, accepted the said Offices upon them, and gave their Oaths judicially in presence of the haill Tennents and Occupiers of the saids Lands, *de fideli administratione officii*, ay and while they were discharged: *Whereupon* the said A: and ilk one of the members of Court foresaid asked and took Instruments *&c*

Eodem die, curria de nova affirmata per membra supranominata.

THe *whilk day*, the said *B*: Baillie decerned and ordained *H*: *I*: *K*: *&c*: and ilk an of them, to pay to the said *A*: or his Fac-

tors in his name, the *Sum* of 20 *lib. Scot*, for an unlaw and amerciament, for their not compearance in the ſaid Court, being lawfully wairned for that effect, by the ſaid E. Officer, who made faith that he truly warned them: and ordained ilk an of the perſons before named to make payment thereof within the Term of Law, under the pain of poynding: *Becauſe* the ſaid A. produced his Infefments of the ſaids Lands, bearing him to be Infeft therein, *cum curiis exitibus & herezaldis, & amerciamentarium* &c. *The which day*, compeared perſonally T. and declared he payed yearly ſince his entry for his occupation of the Town and Lands of —— the Sum of — *Scots* Money. *Item* the number of 16 Bolls Bear, 20 Bolls Meal *&c. Item* the Cuſtoms andother Duties after-mentioned,

The which day Compeared perſonally *F.* and acknowledged that he payed yearly ſince his Entry conform to Agreement, the number of 16 Bolls Oats and 12 Capons and 2 dozen of Hens *&c. The which day*, Compeared perſonally P. confeſſed and acknowledged, that he payed yearly *&c.* for his Occupation of the Room and Lands of *&c.* And that he was reſting and owing of bygone Reſts and Duties preceeding the Term of *Candleſmas* laſt the Sum of *&c.* And therefore the hail Tennents above-named compearing as ſaid is every one of them for their

own parts, were decerned and ordained in their own presence (none opponning the contrare) to make paymento to the said *A.* or his Factors in his name, of the hail Mails, Ferms Duties, Customs and others respective above-expreſt, at the Terms used and wont. And failling thereof to make payment for ilk Boll of their Bear the Sum of *&c.* for ilk Boll of Wheat the Sum of &c. for ilk Boll of Oats *&c. Item* for ilk Weather the Sum of *&c. Item* for ilk dozen of Capons the Sum of *&c.* within term of *Law* next after the Term of *&c.* used and wont, under the pain of poynding of their readieſt Goods and Gear, *whereupon* the said *A.* Required Acts of Court and Inſtruments *& Eodem die*, the foreſaid *R.* Tennent of his own free proper Motive and Will unſeduced co-acted or compelled became acted, bound and oblidged for the hail Duties reſpective above written, for occupation of the Lands &c. above expreſt, at the Terms of payment used and wont, *whereupon* the said *A.* required Acts and Inſtruments *&c.* *The whilk day* compeared perſonally *Land* took of new from the said A. in Tack and Aſſedation his Room and Poſſeſſion of *&c:* for the ſpace of *&c.* years from *Whitſunday* next, And oblidges him and his Heirs &c: yearly during the said ſpace to make payment to the said *A:* and his foreſaids in his name of the accuſtomed Farms, Duties and *Caſualities* above expreſt,

at the Terms of payment, *whereupon* &c. *The ſame day*, the ſaid *A.* made Proteſtation for the higheſt prices the Victual gives in the North places of *Scotland* for each Boll of the reſpective Grains of Victual reſtand unpayed, after the Terms of payment uſed and wont thereof, *whereupon*, &c.

Eodem die, *The ſaid Court was continued unto a new day, upon twenty four hours warning*, Whereupon &c.

20 *Precept of Warning againſt Tennents.*

A Honourable Proprietar of the Lands and others under written with the pertinents, To my Lovits &c: and ilk an of you my Officiers in that part conjunctly aud ſeverally ſpecially conſtitute *Greeting*, my Will is and I command you, that incontinent this my Precept ſeen ye paſs fourty days p eceeding the Term of *Whitſunday* next torcome, and lawfully Warne &c. pretended Tennents Occupiers and Poſſeſſors of my Lands of &c. yand &c. To flit and remove themſelves, their Wives, Bairns and Families, Servants, Subtennents and Cottars, Goods and Gear, furth and frae the ſaid Lands and others foreſaid at the ſaid Term of W: next in this inſtant year of GOD &c: and to deſiſt and ceaſe therefrae, and leave the ſame void and redd,

ilk ane of them for their own parts, in swa far as they occupie the same, to the effect I and others in my name may enter thereto peaceably, bruik, joyss, use, set, raise and dispose thereupon as my own proper Lands at my pleasure, conform to my Infeftments there of, *And sicklike* that ye pass to the Paroch Kirk of &c: Fourty days preceeding the said Term of W. and there upon a Sunday before Noon after Divine Service and Blessing is said, openly Read or cause be Read this my Precept in audience of the whole Parochoners assembled there for the time, to the effect that none may pretend ignorance of the Premisses, and that ye affix Coppies on the ground of the said Lands and at the said Church Door as effeirs, with Certification to the said persons Tennents forenamed if they faillie to flit and Remove themselves in manner and at the Term foresaid, they shall be held and repute as violent Possessors of the said Lands, and shall be lyable for the violent profits thereof with all rigour, conform to the Laws and dayly practise of this Realm in all points; And this in no ways ye leave undone. The whilk to do I commit to you my full power by this my Precept, Returning the same duly execute and indorsat given under my hand at &c.

21 *Executions of Warning on the said Precept.*

UPon the first day of *April* 1698 years I *Edmond* Officer within written past and lawfully warned and charged *F.* personally apprehended and delivered him a Copy of the within written Precept to remove himself *&c.* from the *Lands* of &c. at *Whitsunday* next, and to leave the same void and red, to the effect within mentioned, This I did conform to the within written Precept and Act of Parliament made anent warning in all points before these Witnesses *&c.*

Upon *&c.* being Sunday in the year 1698. I *Ed.* one of the Officers within written, past to the parish Kirk of of *&c.* and there after Divine Service in the Forenoon openly in presence of the Parochoners assembled for the time, after reading of the within Precept, I warned T. L. and N. and all others having or pretending to have interest, to Remove themselves, Wifes, Bairns, Families, Servants, Subtennents and Cottars &c. at *Whit.* next to come and to leave the same void and Red &c. This I did conform to *&c.* and affixt a Copy *&c.* that none might pretend Ignorance of the said Charge, and made Certification as is within expresst conform to the Act of Parliament in all points *&c.* before these Witnesses *&c.*

23. *In-*

22 *Instrument of Ejection and Possession.*

The which day &c. compeared personally upon the ground of the Lands of— and with him *M.* Messenger and Sheriff in that part specially constitute, having and holding in his hands Our Soveraign Lord and Ladies Letters of Ejection direct furth at the instance of the said A. Heretor *ex deliberatione* &c. against T. pretended Tennent and Occupier of the said Room and Lands, Commanding and Charging the Baillies of the Regality of —— and his Deputs and all Messengers at Arms, and Sheriffs in that part, To pass and in Their Majesties Names and Authority Eject and Out-put the said T. and his Wife, Bairns, *&c.* furth and frae the Lands and others foresaid with the Pertinents, and to enter the said A. and his Servants and others in his Name to the actual, real and void Possession thereof and to hold, fortifie and Assist them therein, as the said Letters of Ejection dated &c. more fully bears, and then and there the said *M.* taking in his his hands the said Letters, and being desired be the said *A.* to proceed to the Execution of his Office in the premisses conform to the Tenor of the samen in all points, did in obedience thereto pass to the dwelling house of the said T. upon the ground of the said Lands, and there

Eject

Eject and Out put the said T. his Wife, Bairns &c. Tennents &c. and extinguish their Fires, Locked their Doors and delivered the Keys thereof to the said *A.* Heretor, and thereby entred the said *A.* his Servants and others in his name to the peaceable Possession thereof conform to the Tenor of the said Letters of Election, Laws and Practique of this Realm in all points. *Upon the which* all and sundry the premisses the said A asked and took Instruments &c.

23 *A Factory or Commission.*

BE &c. Me *A.* of —— *For as muchas* in respect of my necessary absence from this Realm of *Scotland*. I cannot attend my Affairs and Busines, and being most confident of the care, industry, faithfulness and ability of *B. Therefore wit ye me* to have made constitute &c. *Likeas &c.* make constitute and ordain the said *B.* my lawfull and undoubted Commissioner, Actor, Factor and undoubted Special Procurator to the effect under written, giving, granting and committing to him my full, free, plain power and speciali Commission and *Factory* for me and in my name and upon my behalf, to ask, crave, intromet with and receive, *all and sundrie* the Mails, Farms, Teinds, Kains, Customs, Casualities, Customes, Annualrents, and other Rents,

Pro-

Profits, Duties and Emoluments whatsomev
of all and hail my Lands and Estate of —
and others Lordships, Baronies, Lands, Tac
Teinds, Possessors and others pertaining
me within this Realm, from the Feuars, Pr
prietars, Vassals, Rentallers, Tacksmen, Far
ers, Tennents, Possessors and Occupiers the
of and others addebted and in use of payme
thereof, as well of all Years and Terms b
gone, resting, unpayed as for this inst
Cropt and year 1699, and swa furth for
space of five years thereafter, and farder
ring my pleasure, ay and while he be disch
ged thereof. and if need beis to call, char
&c. therefore, Decreets to recover &c. and
samen to due Execution cause be put, acq
auces &c. which shall be als sufficient &c.
the Receivers as if I had granted the samen
self, set, raise, input and output Tenn
therein at his plesure, Chamberlains and C
lectors of the foresaids Rents and others to
to compt, Charge and Discharge make
receive, and to grant allowances of their
tromissions, and to retain or output of th
Offices and new ones in their *Places*, to m
constitute and ordain, Baillies and all ot
Members of Court of the Regality and Ba
nies pertaining to me to make and unmake
Escheats single or Liferent, Non-entries, Wa
and Marriages or any others pertaining to
fallen back or become or that shall fall &c.

ur hands as Superior or Lord of Regality
reſaid, ſeek crave and intromet with all
ctions and Cauſes, to intent follow furth
d purſue and defend that any ways concerns
e Earldome Lordſhip, Barronies and others
reſaid as need beis all Vaſſals and Tennents
the ſaids Lands &c. to enter and receive
ompoſitions thereupon, Reſignations to re-
ive and new Infeftments thereupon to grant
d the ſaids Rents and others foreſaid as need
is to receive imploy and beſtow upon my
fairs all Bonds, Obligations, Alienations,
harters, Infeftments. Procuratories of Re-
gnation, Precepts of Seaſin and other Writs
d Securities neceſſary and requiſit, to grant,
ſcribe and deliver as Factor and Commiſſi-
ner in my name, *Providing* the ſame bear no
rder Warrandice againſt us but from our own
roper Facts and Deeds allennerly. *And ge-
rally* all and ſundry other things to uſe and
erce in our Affairs and buſineſs which we
c. perſonally preſent &c. promiſing to hold
m and ſtable all and whatſomever things he
esorrighteouſly cauſe to be done in myname
ereanent. conform to the Laws, Cuſtoms and
yly practique of this Realm in all points.
oviding alwiſe the ſaid B. *Likeas &c.* that the
d B. his Heirs &c. ſhall be lyable and make
thfull Compt, Reckoning and Payment to
my Heirs &c. or any others having our
wer order and Commiſſion for that effect,
con-

conform to his Intromissious with the foresd Rents and others foresaid by vertue of this presents, Consenting &c.

24 *Chamberlanry and Baillary.*

BE it kend &c. me A (*insert as much of the former Commission as shall be needfull, with a Provision to hold Compt as before, and then add as follows*) *And moreover*, I have constitute ——the foresaid *B.* my very lawfull, undoubted and irrevockable Baillies, to the effect underwritten, giving, granting &c. for me and in my name to hold Courts one or more as need beis within the Mansion house of—— and Hall thereof, used and wont or else where upon the ground of the said Lands, for the Mails, Farms Duties and others foresaid thereof or for any Delinquence or Transgression committed or to be committed within the bounds of the said Lands and *Barony* of—— for Rectifying all wrongs and injuries done therein, and for Administration of Justice to all concerned thereanent to set, fix, affirm, set and hold and continue as oft as need be Clerks, Serjeants, Officers and Dempsters and all other *Members* of Court necessary to create ordain and depose at his pleasure, Suits and Claims to cause be called, Decreets to pronounce Transgressions and Delinqnences to punish Bloodwits, Unlaws and Amerciaments to

oſe, uplift and for his own uſe and behove
pply. *And generally* all and ſundry other
hings which to the Office of Bailliary in like
aſes by the Laws, Cuſtoms and Practique of
his Realm is known to appertain, ſicklike
the ſame caſe and als freely in all reſpects as
might if I were perſonally preſent. *Pro-
iſing* to hold firm &c. which the ſaid B. as
hamberlain or Baillie foreſaid lawfully does
cauſes to be done in my name, by vertue
ereof. And thir preſents I ordain to endure
l —— and farder ay and while I recall and
ſcharge the ſamen, Regiſtration &c.

5 *Bond of Caution for a Chamberlands Intromiſſions.*

BE &c. me A. *Foraſmuchas* A, be his *Let-
ters* of Factory of the date of thir pre-
nts has with conſent &c. appointed me his
ctor *&c.* for ingathering, collecting and up-
ting of —— and that during his and their
aſure, by which Factory I am oblidged to
comprable to the ſaid A. and his foreſaids
ove named and *qnorum* of them conform to
ental under written, as the ſaid Letters of
ctory bears. *Therefore* I as principal and *C.*
Cautioner with and for me, binds &c. con-
ctly and ſeverally our Heirs &c. that I the
d *F.* Factor foreſaid ſhall do all legal and
& Diligence by vertue of the ſaid Factory,

for

for collecting, ingathering and receiving
the hail Mails, Ferms &c. of the said Lands
——due and payable to the said A. furth the
of, conform to ane subscribed Rental of
samen of the date of thir presents instantly
livered to me with the foresaid *Factory* dur
the hail space aforesaid, and that I shall o
no duty incumbent to a Factor for uplift
the same, and that I shall make just com
Reckoning and Payment to the said A. and
foresaids Friends, Curators or any three
them or their Commissioners in their Nam
having their power for that effect of all
sundry the said Mails &c. to be intromet
with by me as Factor foresaid during the
space, and that yearly and termly as I shall
required thereto. For the which we both Pr
cipal and Caurioner above named bind &c
junctly and severally as said is, under the p
of—— to be payed by us to the said A.
his foresaids in case of taillie by and atour
with this provision alwise, That I shall have
lowance and Deduction of the Sum of——
Factor-fee for my pains in the said *Factor*
yearly during the hail space thereof, which
said A be Acceptation hereof with con
foresaid modifies and allows, together with
other Sums necessary to be depursed be m
the said A and for his behofe and in his
fairs, and his foresaids *Friends* and *quorum*
them foresaid and allowed be them con

an Accompt to be given in thereanent [in-
t a Clauſe of Relief be the principal and
tual Relief betwixt the Cautioners if more
n one) Regiſtration &c.
Nota *Some Bonds of this nature, bind the*
for only to act according to the conſtituents,
ſtructions.

26 *Contract of Victual.*

AT &c. *That is to ſay*, the ſaid A. has ſold
and diſponed to the ſaid B. the Number
d quantity of—Bolls of Bear, good and
ficient well dight, unwat, unhot and un-
lt Merchant Victual of the growth of the
nds — and *Cropt* — and binds — to
ſe his own Tennents and Servants and u-
n his own Horſes and Sacks, carry and de-
er the ſaid Victual to the ſaid B: his *Heirs*
. or any having his or their order for that
ect, with an righteous furlet of the Met and
eaſure of the Burgh of— and that within
ſaid B. his Brew-houſe or Barns at *Edin-*
gh or any where elſe he pleaſes to appoint
thin two Miles of the ſaid Burgh, and that
twixt and— next, and in eaſe of faillie to
ke payment to the ſaid B. and his foreſaids
20 ſhilling *Scots* for ilk Boll thereof that ſhal
ppen to be delivered after the foreſaid day
pointed for that effect. *For the which cauſes*
e ſaid B binds &c. to make good and thank
ful

full payment to the ſaid A. —— of the Sum
of — for ilk Boll of the ſaid Bear of the quan-
tity foreſaid that ſhall happen to be delivered
to him in manner abovewritten, and that with
the ſpace of —— Moneths next thereafter, with
the Sum of——liquidat Expenſes &c. and An-
nualrents of the ſaid Sum during the not pay-
ment thereof, after the time appointed for the
effect. And laſtly both parties binds them
&c, *hinc inde* to the mutual Performance of
the whole Premiſſes in manner and according
as they ſtand oblidged hereby thereunto, un-
der the pain and penalty of — Money fore-
ſaid to be payed by the partie faillier to the
partie obſerver or willing to obſerve by and
attour performance thereof, conſenting &c.

TITLE IV

Rights Tutorial and others of the like Nature.

1 *Consent to a Tutory Dative.*

BE it kend &c. Us A. and B. Uncles and neareſt of Kin on the Fathers ſide to D. and E. and Us F: and G. neareſt of Kin to the ſaids Children on the Mothers ſide. *For ſmuchas* be the Laws and Statutes of this Realm all Gifts of Tutory dative paſt without citation nor conſent of the Pupils neareſt of Kin on the Fathers and Mothers ſide are void and null. *And ſeing* that *R.* is of Intention and purpoſe to purchaſe and procure from His Majeſty and the Lords Commiſſioners of the Theſaury and of the Exchequer an Gift of Tutory dative to be paſt under the Privy Seal, and granted in his favours, making him Tutor dative to the ſaid D. and E. for guiding and governing them in their Perſons, Education, Lands, Rents, Fortune, Eſtate, Goods and Gear during the years of their Pupillarity and *we being* confident in and having full aſſurance and Experience of the ſaid R, his ſpeciall good-will, favour and Affection to

the ſaids Children, aud alſe of his Know-
ledge and ability for exercing the Office of
Tutor to them, and in reſpect of the uncertain-
ty of our abode in one place and urgency
our other Affairs, we cannot conveniently a-
tend the ſame our ſelves, *Therefore* and f
diverſe other Cauſes and Conſiderations
moving, *wit ye us*, of our free, proper, moti
will and pleaſure, to have given and grante
our very free, full, plain and unanimous Co
ſent and Aſſent to the paſſing of a Signatu
and Letters Tutory in favours of the ſaid
for making, conſtituting and ordaining h
Tutor dative to the ſaids Children for guidi
&c. in their perſons, *&c.* Lands *&c.* duri
&c. humbly recommending the ſaid R.
that effect, to the ſaids Lords *&c.* as a perſ
moſt fit and qualified for the ſaid office of T
tory. *Providing* alwiſe that the ſaid R. ma
due and lawfull Compt, Reckoning and p
ment to the ſaids Children and their neare
Friends of their hail Intromiſſions with th
Lands, Heretages, Mails, Farms &c. Deb
Sums of Money, Goods and Gear or or
whatſomever pertaining to the ſaids Childre
and for his Adminiſtration thereanent as
cords of the Law. *Promiſing* hereby never
come in the contrare hereof in Judgement
ont with the ſamen in any time hereafter, c
ſenting &c. in the Books of Council and S
ſion or of Exchequer or others competent, th
in to remain *&c.*

2 *Bond of Cautionrie in a Tutory-dative.*

BE &c, *Forſwameikleas* his Majeſty be a Gift &c, has made *&c.* R Tutor dative P. for guiding and governing him *&c*, duing &c. as the ſaid Gift &c. bears. *Therefore* I ind &c: my *Heirs* —— as Cautioner and Soery acted in the Books of Exchequer for the aid R Tutor dative foreſaid, that he ſhall duey, lawfully and faithfully do, perform and ulfill all and whatſomever things he as Tutor ative foreſaid by the Laws, Statutes and da- Cuſtoms of this Realm ought and ſhould do erform and fulfill to the ſaid P. during the il ſpace of his or their Pupillarities, and at thereafter he ſhall make due and lawfull ompt —— payment to him or them, and ir neareſt Friends of all and ſundry his Inomiſſions Lands &c. & others whatſomever to intrometted with by him of his whole Adniſtration &c. as accords *&c.* as Tutor reſaid (Clauſe of Relief and Regiſtration the Books of Exchequer, &c.

3 *Diſcharge of Tutors Accompts.*

DE &c. Me *M. Forſwameikleas E.* and *F.* my Tutors Teſtamentars nominat conſtly and ſeverally to me by my ſaid deceaſt ther in his Letter Will and Teſtament dated

&c. has most faithfully discharged their Trust as Tutors to me in my Education, and in the manadgement of my Estate, during the years of my Pupillarity, and imploying the same to my seen well and profit and securing the same in sufficient and responsal hands, swa that the samen has increased and amounted to the Sum of——more then it was at my Fathers decease, and has made to me and my foresaids Curators and neerest of Kin for their interest a due and faithfull Accompt of all their Intromissions therewith, and has delivered to me and my saids Curators, all Bonds, Obligations *&c.* concerning the samen conceived in my favours, granted by persons most sufficient and responsal, containing in the hail the Sum of —— Principal with the Annualrent thereof since the Term of—— and the liquidat Expenses effeirand thereto therein contained. *Therefore* wit ye me the said M. with advice and consent of——my saids Curators for their interests, not only to have granted *Likeas* I be thir presents with advice &c: grant the Receipt of the saids Bonds &c. discharging them, their Heirs &c. and all others who it effeirs thereof for now and ever, Renouncing the Exception of the not delivery thereof and all others proponable in the contrare; But also to have exonered, quit-claimed and simpliciter discharged the said E. and *F.* and either of them, their Heirs &c. of all and sun-

dry Goods and Gear, Debts, Sums of Money Rents and Duties of my Lands, Annualrents &c. and others pertaining to me and intrometted with by them as Tutors foresaid during my Pupillarity, and of all Action &c. competent &c. them &c. thereupon, And I with advice and consent foresaid bind *&c.* to warrand, acquit *&c.* this my discharge for their Exoneration at all hands and against all deedly as Law will, dispensing with the generality hereof &c. as if every particular Article of the Accompts of their Intromissions foresaid were here at length insert and set downwhereanent &c. dispenses for ever. *And farder* I bind and oblidge me to ratify and approve or to reiterat or renew thir presents to the said E. and F. and their foresaids immediatly against my Majority and perfect Age of 21 years Compleat, as oft and swa oft &c. and upon my own proper Charges and Expenses, Consenting &c.

A Nomination by a Minor of his Curators.

BE &c. Me A of —— *Foraſmnchas* I am now past 14 years compleat, and thereby my Tutors appointed to me during my Pupillarity, as Tutors foresaid doth expire and is extinct, whereby it is necessary I should nominat and choose my Curators to the effect after mentioned. *And seing* I have experience

of the care of my perſon and diligence in
my Affairs of theſe honourable perſons under-
written *Therefore wit ye me* to have choſen
nominat &c. *Likeas* &c. chooſe, nomina
and appoint *B.* and C. on my Fathers-ſide, and
D. and F. on my Mothers-ſide to be my Cu-
rators during my Minority, for manadging
and ordering my Affairs, Lands, Heretages, E-
ſtate and Fortune whatſomever, to the beſt
advantage and for my Well and Profit, and
by whoſe advice advice and conſent I am to
act in my ſaid Affairs, and without whoſe con-
ſent and aſſent I ſhall not enter into any Con-
tract, grant any Bond, Diſcharge —— or do
any other deed whatſomever thereanent, o-
therwiſe the ſamen to be void and null. And
for making thir preſents effectual, *I* hereby
grants warrand and power to the ſaids —— a-
bove named to compear (after Citation and
Intimation legally made to the neareſt of kin
and Friends on my Fathers and Mothers ſide
thereanent) before the Judge Ordinary, and
there give up *Inventars* of my whole eſtate,
Fortune, Goods and Gear whatſomever per-
taining to me, ſubſcribing the ſamen. give
their Oath *de fideli* find Caution and ex-
tract an Act of Curatory thereupon, and for
juſt Compt, Reckoning and Payment of my
whole eſtate &c. ſwa given up in the ſaid In-
ventars, or eiks thereto, at the expiring of my

inority and 21 years compleat &c. *In* itneſs whereof &c.

8. *Diſcharge of Curators Accompts.*

BE—— Me A. *Foraſmuchas* B. *C. D.* and and *E.* elected, nominat and choſen be as Curators *tam ad lites quam ad negotia*, ojunctly and ſeverally before the Baillies of —upon the—— day of — 1698 conform an Act of curatory made thereupon, has ithfully diſcharged their Truſt as Curators me during the years of my Minority, in my ucation and Manadgement of my eſtate —— the beſt advantage and ſecured all Sums of oney and Debts due to me by reſponſal men onds granted therefore, and has delivered to e all the ſaids Bonds——conceived in my fa- urs thereanent, containing in hail the Sum —principal with Annualrents — *Therefore* —now after my Majority — not only to ve granted the Receipt——; But alſo to have and diſcharged —and all Caurioners found be em the time of their election foreſaid and all onds and Acts of Curatory made thereupon d of all Action——And *I* bind me my —— warrand, acquit and defend all and ſundry onds, Contracts, Diſcharges and other Writs d Securities whatſomever made and granted me with advice and conſent of them or ei- er of them to whatſomever perſon or Per-

sons my Creditors or Debitors sicklike—— as if the samen had been granted by me sinc my Majority, and that I shall never come i the contrare thereof in Judgement —— in tim coming. And lastly to reiterat —— and t warrand —— at all hands &c, Regiſtratio &c.

6 *Ratification after Majority*

BE &c, Me A. *Forasmuchas* there was Diſpoſition made and granted by m with advice and conſent of—— my Curato therein mentioned to B. of all and hail th Lands of——as the ſaid Diſpoſition dated— containing diverſe other Clauſes in favour of the ſaid B. and particularly an Oblidgemen by me and the ſaid —— as Cautioners for m that I ſhould Ratify and Approve the ſamen with the inſeftments thereupon at my Majo rity and perfect Age of 21 years compleat i manner therein and after mentioned in itſelf at more length proports. And now I have ing after my Majority and perfect age &c. a length ſeen, heard and conſidered the foreſaid Diſpoſition with the Grounds, Reaſons, Cau ſes and Motives for granting thereof; And I being well and riply adviſed therewith, An finding the ſamen to be for my well &c *There fore &c*: I Ratifie *&c. Likeas &c.* the fore ſaid Diſpoſition and Alienation of the dat abov

bove-ſpecified with the Infeftment and Sea-
n following thereof, with the hail Charters,
rocuratary es and Inſtruments of Reſignation
recepts and Inſtruments of Seaſin following
r competent to follow thereupon, in the hail
eads, Clauſes, Obligements, Conditions,
roviſions, Tenors and Contents thereof, ad-
itting and declaring this my preſent general
atification to be als valid, effectual and ſuffi-
ent to all intents and purpoſes to the ſaid B.
nd his foreſaids for their Securitys of the
ids Lands and others therein mentioned, as
f the hail Tenor of the foreſaid Diſpoſition
nd Infeftment following thereupon, were
erein *verbatim* expreſt and ſet down; Where-
nent and anent all that may follow thereupon
have diſpenſed for ever, Conſenting &c.

7 *Revocation after Majority.*

BE &c. Me A. *Forſwameikleas* by the Ci-
vil Law, Statutes of this Realm and da-
y practique, it is leiſum to all perſons after
eir Majority and perfect Age &c and before
eir Age of 25 years complear, to revock, re-
uce, caſs and anuul all deeds done by them,
r their Tutors in their names, and be or
y the conſent and advice of their Curators
or their intereſts in the time of their Minori-
y and leſs age to their enorm hurt and leſion:
And I being now paſt my perfect Age of 21
years

years compleat, and as yet within the Age of 25 years, and have found my self to be diverse and sundry ways hurt, damnified and enormly læsed and prejudged, being entized and circumveened throw my own weakness and evill perswasion of others to do diverse Deeds altogether to my prejudice and enorm Læsion. *Therefore wit ye me* to have revocked &c. all and whatsomever Facts, Acts and Deeds done by me in my *Minority* or by my Tutors &c. to my enorm Hurt and Læsion to whatsomever person or persons——of whatsomever date, Tenor, Quality or Contents the samen has been; dispensing with the generality hereof, and admitting &c. and protestiug that the samen may be als valid —— to all intents and purposes as if every particular were herein &c. set down, and particularly —— I revock &c. the Writs and others after mentioned of the Dates, Tenors and contents after expreſt, *viz.* a Bond &c. And to the effect these presents may be the more notrour, known and effectual I am content the same be inſert in the Books of Council and Session &c. Requesting the Lords or other Judges thereof to receive the same, and to interpone their Decreet and Authority thereto, that I may have all priviledges, Remedies and Action competent for reducing the foresaid Deeds generally and particularly above written as accords, and constituts &c my Procurators, *In* witnes whereof &c.

8. *An*

8 *An Interdiction.*

BE &c. Me W. *Foraſmuchas*, be reaſon of the Raſhneſs of Youth and bentnes thereof, to run in courſes hurtfull to their perſons and Eſtates, and becauſe I have been formerly too much accuſtomed through my own Simplicity and Facility to the Miſmanagement of my Fortune, and being of Intention to uſe ſome timeous and effectual remedy there againſt for the time to come; And withall being aſſured of the Affection and good Will born to me by *F.* my ſpecial Friends, and of their Abilitys to direct me in the ordering of my Affairs. *Therefore wit ye me* of my own proper motive Will and certain knowledge, unſeduced, co-acted, urged or compelled in any ſort, but on the contrary my own benefit being duly conſidered to have interdicted, bound and oblidged. *Likeas* I hereby interdict &c. my ſelf to and at the inſtance of the ſaid *F:* for the ſpace of——years next after the date hereof. That I ſhall no ways become bound for any perſon or perſons as Cautioners or otherwiſe for any Debts, ſums of Money, Goods or Gear; nor ſhall ſell, annaillie, wodſet or otherways burden or dilapidat any of my Lands, Heretages, Annualrents, Milns, Woods, Fiſhings, Reverſions, Tacks, Steadings, Rooms, poſſeſſions, Goods,

Goods, Gear, Sums of Money or others whatsomever pertaining to me, to any person or persons whatsomever, nor yet make any publick or privat Dispositions, Charters, Seasins, Resignations, Renunciations nor other Writs and Securities to any person whatsomever, nor Contract or take on Debts, Sums of Money, Merchant ware, or other Furnishing whatsomever nor grant Bonds or Securities therefore nor do no other Deed directly nor indirectly in any sort whereby the Rights of the said Lands and others forsaid may be any way evicted and burdened or taken away from me or I denuded thereof during the space foresaid without the special advice and consent and assent of the saids *F. &c.* or any two of them whereof the said *F.* shall alwise be one. *And in case* I saillie and do in the contrare, *Then* and in that case I am content, that such Rights Facts and Deeds swa made or done during the said space without the special advice and consent above written shall be null and of no avail, force, strength and effect and all that may follow thereupon; And shall make no faith in Judgement nor outwith the samen in all time coming thereafter. And for the more Security consenting to the Registration hereof &c. to receive the strength of an Decreet irritant of the Lords thereof interponed thereto, and that Letters of Publication, Intimation and others needfull may pass hereupon *&c.*

9 *Renunciation to enter Heir.*

BE *&c.* Me A, foraſmuchas there is Summonds and Action intented and depending againſt me at the inſtance of B. before the Lords *&c. Touching* the decerning me as Heir at leaſt lawfully charged to enter Heir to Umquhile D: my Father within 40 days conform to the Act of Parliament, or at leaſt as repreſenting my Father upon an or other of the paſſive Titles therein mentioned, to make payment to the ſaid *B.* of the Sum of —— in manner and for the Cauſes mentioned in the ybelled Summonds direct furth thereanent, as he ſamen *&c.* bears. *And ſeing* I neither have received nor can *&c* any benefit by entering Heir to my ſaid Deceaſt Father: *Therefore &c.* I Renonnce, Reſign and overgive *&c.* from me *&c.* To——the ſaid B. and his — all Benefite, Profit and Advantage whatſomever, whilk I might have or can attain to by entering Heir to my ſaid Father, and I am content that the ſamen be adjudged, decerned and declared be Decreet *&c.* to appertain to the ſaid B. for ſatisfaction of the foreſaid Sums above mentioned to he broked, joiſed and poſſeſt be him and his foreſaids, as their Property in time coming conform to the Laws and Practique of the Realm in the like caſes, but prejudice alwiſe to me and my [Heirs] and Aſſigneys of the

the Diſpoſition of the Lands of— granted to me by my deceaſt Father for the——onerous Cauſes therein mentioned, dated *&c.* and Regiſtrat *&c.* and of the Infeftments following thereupon or competent to follow thereon, and ſwa as to all other Rights and inheritance *&c.* in the contrare, of the whilk Renunciation above written *I* ſhall never come neither in Judgement nor outwith in any time coming &c. Regiſtration &c.

Title V.

TITLE V.

Rights Matrimonial and the like.

1 *Minut of Contract Matrimonial.*

AT &c. the Minut of Contract Matrimonial after mentioned, is condescended upon betwixt *H.* on the one part and *S.* on the other part as follows, first the saids parties binds and oblidges them to others to accomplish and solemnize the holy Bond of Marriage as GODs Word allows with all possible Diligence betwixt and &c. next. *Item in Complarion* of the said Marriage, the said *S.* binds and oblidges her to cause her Uncle (in the principal Contract to be extended hereupon) to bind for and secure the said H. for the Sum of —— *Scots* Money. *For the whilk Causes* the said *H.* binds and oblidges him, his Heirs &c. to provide the said *S.* she being the longest liver to the Sum of &c. Money foresaid to be used and disponed upon at her pleasure; As also to provide all and sundry Lands, Heretages, Bonds, Obligations and Sums of Money which he presently has or shall purchase and acquire to the said *H.* himself

ſelf and the ſaid S. his promiſed Spouſe duri
her Lifetime and thereafter to the *Heirs* la
fully to be procreat betwixt them, whilk fa
ling to the ſaid *H.* his neareſt Heirs or Aſſi
neys whatſomever, and together with the ſa
Sum of &c. foreſaid to be given to the ſaid
ſhall be in full and compleat payment and
tisfaction of all that ſhe may ask or crave
the ſaid *H.* or his Heirs, either for Conjun
fee, Terce or otherwiſe whatſomever, the ſa
H. his good Will excepted allennerly. *Ite*
if the ſaid *S.* ſhall happen to faillie in perfo
formance of the Condition above written an
the ſecnring of the ſaid *H:* for the ſaid &
of Tocher, Then and in that caſe thir preſe
and his Obligements therein to be void a
null,, as if the ſamen had never been made
rerum natura. And thir prefents to be exte
ded in ample form of Contract with all co
venience, containing all Clauſes needfull a
cording to and keeping the Subſtance abov
written. And the party faillier binds &c:
content and pay to the party obſerver or willi
to performe the premiſſes the Sum of &c:
giſtration *&c.*

2 Co

2 *Contract of* Marriage *in ample form.*

AT *Edinburgh* &c. It is matrimonially contracted, agreed and finally ended, betwixt the honourable parties following, *To wit* A with the special Advice, Consent and Assent of *B.* for himself, and taking burden to and upon him for his said Son; And they both with one Consent and assent, and als with the express consent of *C.* Spouse to the said *B.* for all Right of Liferent &c. on the one part. And *D.* eldest lawfull danghter to [illegible] with Advice &c. of her said Father and [illegible] taking burden &c. and they both with &c. on the other part, and als with advice and consent of *F.* and *G.* Brethren German to the said *D.* at the instance of whom or either of them they being on Life, and failling of them by decease, at the instance of any person or persons the said E. shall nominat in his lifetime by a Writ under his hand, Executio[illegible] shall pass hereupon against the said A and [illegible] for implement and fulfilling of their parts of this present Contract, in swa far as they [illegible] and oblidged thereby in favours of the said [illegible]. and the Bairns to be procreat of the marriage after-specified. *That is to say*, forasmuch as the said *A*, and *D.* with consent foresaid have conceived an mutual Love and Affection each of them for another, *Therefore* they here-

by accept each other for their lawfull prom
fed Spouſe, and binds and oblides them by th
Faith and Truth of their Bodies, to comple
and ſolemnize the Holy Band of Matrimon
with all Solemnities Requiſit and uſual, co
form to the practique of this Kirk betwixt th
date hereof and —— next to come or ſoone
as the ſaids parties ſhall think fit. *In Contem-*
plation of the which Marriage and for the Do
and Tocher Good and other Cauſes after ſpe
cified, the ſaid B. binds and oblidges him &
with all poſſible Diligence duly and lawfull
to infeft and ſeaſe the ſaid *A*, his *Son*, an
the ſaid *D*: his future Spouſe in her pure Vi
ginity and longeſt liver of them two in Co
junct-fee and Liferent and the Heirs to
procreat betwixt them, whilks failling the ſa
A: his neareſt and lawfull Heirs and Aſſigne
whatſomever heretably and irredeemably,
all and hail the Lands of —— lying —— a
that be two ſeveral Infeftments and manne
of holding *&c*: (*in communi forma*) *Re*
ving alwiſe to the ſaid B: full power and
berty to burden the Fee of the ſaids Lands wi
the payment of the Sum of —— for the Pro
ſion of the reſt of his Children, which Su
of —— the ſaid A, binds *&c*: to pay to them
manner, at ſuch Terms and by ſuch Propor
ons and with Annualrent from ſuch times
the ſaid B: ſhall think fit to condeſcend upo
And for that effect to make, grant, ſubſcrib
ac

nd delivered to the ſaids Children ſufficient
onds and Obligations conform to the ſaid
Condeſcendance in all points: *And alſe* the
id A: binds &c: to take the Rights and Secu-
ties of whatſomever *I* ands, Heretages, Sums
f Money. Goods or Gear which he ſhall hap-
en to conqueis &c. during the ſtanding of
e ſaid Marriage betwixt him and the ſaid D:
is Affidate Spouſe, to himſelf and the Heirs
r Bairns of the Marriage to be procreat be-
wixt them. whilk failling to the ſaid *A*: his
eareſt and lawfull *Heirs* and Aſſigneys whats
mever; and ſhall provide the ſaid D: his
etrothed Spouſe to her Liferent of the third
rt of the ſaid Conqueſt, and that by and
tour her Liferent of the ſaids Lands and o-
ers foreſaid, wherein ſhe is appointed to be
ſeſt in manner foreſaid. and ſhall cauſe the
ights and Securities of the ſamen third, ſwa
contain and bear and that over and above
e Liferent of her Tocher after mentioned.
r the whilk Marriage and Cauſes foreſaid,
e ſaid E: binds *&c.* to make payment to the
id *A.* his Heirs *&c.* in name of Tocher with
e ſaid *D*: his Daughter betrothed Spouſe to
e ſaid *A*: *all and ſail* the Sum of —— and
at betwixt &c: with *&c*: of Liquidat Expen-
s &c: and Annualrents &c: whilk Sum
a to be received the ſaid *A.* binds *&c*: to wair
nploy and beſtow together with the Sum of
c. of his own proper Money upon ſufficient

Bonds &c. or other good Security as most commodiously may be had to the said A: himself and the said D. and longest Liver of them two in Liferent and the Barns to be procreat of the Marriage in *Fee*, whilks failling to the said *A*: his nearest and lawfull Heirs whatsomever and how oft the samen beis uplifted and of and of new again to reimploy, ware and bestow the said Sums in manner and to the effect foresaid but fraud and guile. *And it is hereby declared* and specially agreed, that in case it shall happen the said *A* to survive his said future Spouse without Children of the Marriage at her decease, *Then* and in that case the Sum of &c. shall return to the said D. her Heirs Executors and Assigneys whatsomever or otherwise shall be made furthcoming to any person or persons to whom she shall lawfully dispone or legat the samen by Testament or otherwise as accords of the Law which Provisions respective above mentioned shall stand and be to the said D. and are by these presents by her accepted in full and complear satisfaction of all farder Liferent, Conjunct fee, Terce or other benefit whatsomever she may ask, claim or crave, or at any time may fall or accresce to her at or be or throw the decease of the said *A* her promised Husband *Excepting* allenerly the just and equal half of the Moveables, insight and houshold Plenishing that shall happen to be in the said *A*'s

his dwelling houſe the time of his deceaſe, no ways comprehending in the ſaid Moveables the Heirſhip, Moveables or Merchant Ware, if any beis amongſt the ſamen, which half the ſaid *A.* in caſe of her ſurvivance has now as then &c ſold and diſponed to her. And laſtly the ſaid E. binds *&c.* to make the ſaid D a Bairn of the houſe at his deceaſe, equally with the reſt of his Children as uſe is in the like caſes, and for the ſaid A. and D. their farder Security thereintent (here inſert an Obligement by E. for his Wife's judicial Ratification as in Page 57.) Regiſtration &c. by conſent of all the parties.

3. *Another Contract of Marriage.*

AT &c. *In Contemplation* of the which *Marriage* the ſaid *F.* binds &c. to pay to the ſaid *H.* in name of Tocher with the ſaid W. his Daughter, the Sum of &c. and that betwixt &c. with &c of liquidat Expenſes &c, Annualrents &c. *For the which Cauſes* the ſaid *H.* binds *&c.* to have in readineſs of his own proper means the Sum of &c. which Sum of *&c.* together with the foreſaid Tocher to be paved to him in manner foreſaid, extending in the whole to the Sum of *&c.* the ſaid *H.* binds &c. to ware, imploy and beſtow upon Lands, Annualrents or other Bonds by ſufficient reſponſal men, and

to take the Securities thereof to himself and h
said promised Spouse and longest liver of the
two *&c.* and to the Heirs *&c.* in Fee, whic
failing to the said *H.* his nearest *&c.* an
how oft the said Sum or any part thereof be
uplifted, as oft and of new again to reimpl
&c. (next insert a Clause of Conquest as i
the preceeding Contract or otherwise as th
parties agree) consenting *&c.*

4 *Revocation of deeds done by a Husband t*
his Wife during the Marriage.

RE *&c.* me H: *Forasmuchas* by the Civ
and common Law and municipal Custom
and daily practise of this Realm, it is leisu
and lawfull to all persons to Revock Discharg
(als and annul all deeds done by them *dur*
Matrimonio (or during the marriage) in fa
vours of their Wives without any onerou
Causes but for meer Love and Favour. An
seing that betwixt me and W. my Spouse anen
the Marriage then contracted and afterward
solemnized betwixt us dated *&c.* I have Infef
her *in all and hail &c.* by and attour th
Lands wherein she was provided to be infef
by the said contract, and that meerly upon th
account of Love and favour she being befor
that time sufficiently provided according to m
fortune: *Therefore &c.* to have Revocked
&c. all and sundrie Dispositions, Bonds, Ob
Jigs

rations, Charters, Seasins and other Rights nd Securities whatsomever made and granted nd procured by me in favours of the said *W.* y Spouse since the date foresaid of the said Contract of Marriage, in swa far as the samen eany ways conceived in her favours beyond e Provisions appointed by the said Contract nd particularly the Infeftment above-written ranted by me to her of——and others foreid. *Protesting* that I and my foresaids may e reponed *in integrum* and fully thereagainst o the effect I may brook, joyse use and dispose hereupon, sicklike *&c.* in all respects as if the idInfeftment had never been made nor granted, And to the effect these presents may be e more nottour, known and effectual, I am ontent the samen beinser *&c.* Requesting e Lords thereof or other Judges &c: to receive the samen and interpone &c. that I may ave all priviledges &c. for reducing the foreaid deeds generally —— and constituts —— y Procurators In witness whereof &c.

Revocation of deeds done by a Wife to her Husband ab reverentiam maritalem.

BE —— me *W.* Relict of the deceast *H. Forasmuchas* be the civil &c. all deeds done by Wives while they were under the power and command of their Husbands to their enorm hurt and læsion and only *abreve-*

rentiam maritalem (or from Reverence or Fear of the *Husband*) are null and revockable —*And seing* by a Contract of Marriage past betwixt me and my said Husband anent the Marriage then promised and afterwards Solemnized, dated—I was provided to my Life-rent of all and hail the Sum of — and others therein mentioned in manner at length expresst in the said Contract and Infeftments following thereon: *Nevertheless* it is of Verity that while my said Husband yet lived and I was cled with him and under his Authority, Command and power, I was induced by his perswasion meerly *ob reverentiam maritalem*, and to my own *Hurt* and Læsion to Revock, Renounce and Discharge my said Infeftment of the Lands and others foresaid as the Renunciation made and subscribed by me thereanent in favours of my said Husband his Heirs and Assigneys whatsomever, dated &c. bears. *And seing* I was only induced thereto throw my own Imprudence and Weakness to my enorm Hurt and Læsion, and being resolved to take the benefit of the Laws for the timeous remedy thereof. *Therefore wit ye me* To have revocked, discharged —*Likeas*— the foresaid Renunciation of my said Infeftment of the Lands of— and others above-mentioned granted by me in favours of my said *Husband* and his foresaids as said is, protesting—as in the former *mutatis mutandis* Registration—

6 Re-

Renunciation by a Wife in favours of her Husband.

BE &c. Me A, Spouſe to *H*: *Foraſmuchas I* ſtand infeft in Conjunct-fee and Liferent *in all and haill* the Manner place of — Miln of with the Miln Lands of the ſamen, with houſes &c: all lying within the Parochen of — and arony of — and Conſtabulary of——and Sheſdom of——with the Teind ſheaves &c: parſonage and Viccarradge of the ſamen, and haill pertinents thereof, as my infeftments and Seain at more length proports: *And ſeing* that am now willing that the ſaids *Lands* and oers above mentioned be free of the ſaid burn of my Liferent in manner under written: *Therefore* &c: to have renounced, Diſcharged d overgiven, *Likeas I* be thir preſents &c, vergive from me my Heirs, Executors and l others whom it effeirs, my haill Rights and onjunct fee or Liferent, which *I* had have may claim of the ſaids Lands, Manner place ouſes &c: Miln &c. Teinds &c: lying as ſaid together with my *Infe*ftments and Security the ſamen, and all other Right, Title &c: as ell petitor &c: Action, Kindneſs and Poſſeſon, whilk *I* have or &c: by vertue of the ſaid ferent Right &c. and *Infe*ftment or by hatſomever other right or rights granted to thereanent preceeding the day and date hereof

hereof. *And that in special Favours* of the said *H.* my Husband his Heirs &c. And I bind &c. to compear before any Judge competent and there outwith the presence of my said Husband, Ratifie and approve thir presents and judicially declare that I was no ways coacted *&c.* but that I do the samen voluntary of my own accord, and that *I* nor none in my name shall ever Revock, Quarrel or impunge this present Renunciation and shall never come in the contrary hereof directly &c. in all time coming &c. Registration &c.

7 *Judicial Ratification and Instrument thereon.*

THe *whilk day* compeared personally the within named *A.* before *B.* one of the present Bailies of ——— and there declared and judicially Swore that she granted the within written renunciation voluntary of her own consent, and that she was no ways co-acted nor compelled thereto as she should answer to GOD, and that she declared outwith the presence of her Husband and ratified and approved the within written renunciation, and that she should never come in the contrary thereof directly nor indirectly in time coming. Whereupon *P.* as Procurator for the said *A.* her Husband before the said *B.* asked and took *Instruments* in the hands of me Nottar public.

This

This was done in her own Chamber betwixt the Hours of —— in presence of —— under subscribing &c.

8 *Disposition of Moveables.*

BE — me D. *Forasmuchas* R has instantly and before made payment to me of a Sum of Money equivalent to the Goods and others after specified, whereof I grant the Receipt —— *Therefore wit ye me* — Likeas — sells, annaillies and dispones frae me, my Heirs, Executers and all other my Assigneys, To and in favours of the said R. his *Heirs &c. all and sundry* my Goods, Gear, Insight and *Houshold* Plenishing, Debts Sums of Money, Mails, Ferms and Duties of my *Lands* of all Years and Terms bygone resting — Corns, Cattle, *Horse*, Nolt Sheep, Gold, Silver, Coyned and Uncoyned, Jewels and other Abuilziements whatsoever pertaining to me and in my Possession and Dwelling house particularly under-written *viz.* three Bed-steeds, two clois Timber Beds, ane large Wainscot press or Ambry. *Item* six Leather Chairs. *Item* —— and to have surrogat and Substitut the said R. and his foresaids in my full Right, Title and place thereof forever with full power to him and his foresaids to ask, claim and intromet therewith, and if need be to call, follow &c. Decreets &c. compone &c. Discharge &c. and generally &c. Likeas,

in

in token of these presents I have instantly entre
the said R. to the real and peaceable Possessi
on of the samen to be used and disponed upo
be him and his foresaids at their pleasure
their own proper Goods and Gear in all tim
coming, and for the more Security consen
&c.

9 *Instrument of Possession thereon.*

The which day in presence of me N. P. and Witnesses under subscriband, Compea
ed personally A. as Procurator for and in nam
of the within designed R. whose procurator
power was known to me, and past to the dwe
ling house of the said D: within mentioned
having and in his hand holding the principa
Disposition within written granted by the sa
D. and W: his Spouse to the said R: of the
Houshold plenishing and Moveables therei
specified which is of the date &c: and contain
ed in an particular *Inventar* of the same Good
also subscribed upon and after reading o
the foresaid Disposition and Inventar above
written, the said *D.* gave real, actual and co
poral Possession to the said A. as Procurator
and in name and behalf of the said R: by deli
verance to him in name foresaid of a Silve
Spoon and a Peuther Trencher as Symbolls o
the hail houshold Plenishing and Goods an
Gear within contained, and also contained i
the

e ſaid Subſcribed Inventar thereof, where-
oon the ſaid Procurator foreſaid in name
nd behalf of the ſaid R. asked and took Inſtru-
ents an or more in the hands of me *N. P.*
nderſubſcribing. Thir things were done in
e ſaid D. Dwelling houſe lying in—Cloſs
n the eaſt ſide thereof betwixt—in the fore-
oon before — Witneſſes to the premiſſes,
c.

Ita eſt &c.

ota Diſpoſitions of Moveables ſhould be inti-
mat to the Creditors of the Diſponer and at
the Mercat Cross that none pretend ignorance,
but in caſe of Voyding elſe lyable for a Spuilzie

o Diſpoſition and Aſſignation of a Teſtamen-
tary Nature.

BE &c. *Forſwamekleas B.* by his Bond &c
to have made payment to me &c as
he ſaid Bond bears. Likeas *C.* be his Bond
&c. as the ſaid Bond alſo bears. *And now*
or the ſpecial Love and Favour *I* have and
ear to D. my lawfull Daughter and only
hild, and to the perſons after named; And
or diverſe other good Causes and Conſide-
ations me moving: *Therefore wit ye me* to
avemade &c. Likeas with and under the ex-
reſs Reſervations and Proviſions under writ-
en, and no otherways, I hereby make conſti-
tute

tute &c. the said D: her Heirs &c: my very lawfull and irrevocable &c: Assigneys in and to the Sums of Money principal, liquidat Expenses, respective and Annualrents of the said principal Sums of all years and Terms bygone, Resting &c: and in time coming during the not payment of the saids Sums contained in the saids Bonds respective above-narrated, and in and to the saids Bonds themselves, hail Heads, Tenors and Contents thereof, and all action competent thereupon, with all that has or may follow thereupon: And failling the said D: by decease before she shall happen to intromet with or otherwise assign or dispose upon the said Sums in hail or in part, which she is hereby declared (notwithstanding of the Substitution following) to have full power to do; Then and in these cases allenerly I make Substitute and Ordain the persons after named, their heirs &c: my very lawfull Cessioners *&c:* in and to the *Sums* of Money, Principal, Annualrents and Expenses aforesaid, at least so much thereof as shall not be uplifted, assigned or disposed upon by the said D: in her own Lifetime; each of them according to their respective parts and portions in manner as is after divided, *viz:* E his heirs &c: in and to the Sum of &c: of the said principal Sum: And lastly O: her heirs *&c:* in and to the remaining *&c:* Merks of the said principal Sum, Together with

with a proportional part of the liquid Expenſes and of the Annualrents of the ſaids principal Sums of all years and Terms that ſhall happen to be reſting, owing, unpayed, the time of the ſaid D. her Deceaſe and yearly and Termly thereafter during the not payment of the ſaids principal Sums to each of the ſaid perſons ſubſtitute as ſaid is, as ſhall be effeir and and correſpondent to the Quantities of the ſaid principal Sums aſſigned to them in manner foreſaid, and that with and under the expreſs Reſervations &c. aftermentioned and no otherwiſe (as Parties or Diſponer pleaſes) Regiſtration *&c.*

11 *Bond of Proviſion to Children.*

BE &c. me *F.* for the Love Favour and Affection, I have and bear to A. *B.* and C. my lawfull Children, and for their help and proviſion, and als in Conſideration of any thing they can ask &c. be my deceaſe, as Executors or neareſt of Kin for Portion, natural Bairns part of Gear, Legacy or other Cauſes whatſomever. *Therefore wit ye me*, my Heirs &c. to be bound &c. to content and pay to the ſaid A: the Sum of — to B; the Sum of — to C. — *Scots* Money, and that at the firſt Term of *Mart*: or *Whit*: next after they ſhall happen to attain their perfect Age of 21 years compleat, And if it ſhall happen any of them

to

to be married before that Age, Then I bind to pay the said Sums at the first Term of *Whit* or *Mart*: thereafter. *And farder* in case my Wife be with Child the time of my decease I bind &c: to make payment to the said Child or Children one or more that shall happen to be born of her to me after my decease the Sum and at the Terms after specified *viz*: to the Mails if any of them be, each of them the Sum of——at the first Term of *Mart*: or *Whit*: next after their foresaid Age or Marriage respectively as above mentioned with the Sum &c: Money foresaid to every one of the saids Children of liquidat Expenses and Annualrents of their foresaids Portions, swa long as the samen remains unpayed after the respective Terms above written, And in case of Females the Sum of &c. *And farder I bind &c.* and my heirs to Aliment and entertain my saids Children at School and Colledges and at Bed and Board in Cloath and other necessaries frae the time of my Decease to the respective Terms of payment of their saids Portions. *Providing alwise* the Aliment exceed not the Annualrent of their Portions, *And in case* any of them die before the respective Terms of payment of their Portions above specified, *Then* I and my foresaids shall be free of payment of the saids Portions: *Providing also*, That it shall be leisum to me any time of my Life to alter &c: be cancelling the

of, or any Declaration under my hand. *And farder*, I will and declare these presents under the Provisions after specified, shall be holden as a delivered evident to my saids Children where ever the samen shall be found after my decease, altho' among my other Papers, and that none object to them the not delivery thereof; *And farder* I appoint and nominat W. my Spouse and T—— to be Tutors to my saids Children after my decease, and during the time of their Pupillarity, And ordains and appoints any two of them to be *Quorum* the saids —— or any of them on Life for the time being alwise on of the *Quorum*, and I expect that the rest of my said Friends will take in and upon them the foresaid Office and no ways decline the same, and for the more security I consent under the express Provisions and Conditions above-written and no otherways, that these presents be Registrat &c. for Conservation *&c.*

12 *Indentures of a Prentice.*

AT——Its Appointed, Contracted, Agreed and finally Ended betwixt the parties following. *They are to say* M. on the one part, and P. with the special Advice, Consent and Assent of *C. C*, who hereby becomes Cautioners and Soverties conjunctly and severally for the said P: on the other part

in manner and effect following. *That is to say* the said P. with Advice and consent foresaid hath become and be these presents becomes bound Prentice and Servant to the said M. in his Trade and calling of (Merchandize or Wright &c.) and that for the hail space, years and Terms of —— full and compleat years, next and immediatly following his entry thereto, which is hereby declared to be and begin from the day and date of these presents, during which time the said P. for himself and C. and C. his saids Cautioners faithfully promits, binds and obliges them and ilk an of them conjunctly and severally as said is, their Heirs &c. That the said P. shall make good, true and faithfull Service to the said M. his Master both by Day and Night in all things good and lawfull as need shall require, and that he shall not absent himself without his Masters leave asked and given, and in case he do in the contrare, that then he shall make two days service for ilk days absence, and that after the expiring of the said——years of these present Indentures, *And sicklike* that during the space foresaid, he shall never know, hear nor conceall his Masters Skaith nor apparent danger in any ways directly nor indirectly, but shall warne him thereof, and stop the samen to the outmost of his power; And also that he shall not haunt nor frequent idle nor debauched Company whereby he may be led into vice
nor

nor uſe playing at Cairds or Dice, and that he ſhall pay two pennies to his ſaid Maſter for ilk penny he ſhall be damnified in and through his default. And in caſe the ſaid P: prentice ſhall commit the filthy fact of Fornication or Adultrey (as GOD forbid) Then and in that caſe he ſhall ſerve his ſaid Maſter for the ſpace of three years immediatly after expiring of the foreſaid —years of thir preſent Indentures ſicklike and in the ſame manner as is above-written for the ſaid——years. *Likeas* the ſaid P. has inſtantly delivered and payed to the ſaid M. theSum of——as the equal half of the Prentice-fee hereby agreed upon, whereof the ſaid M. grants the Receipt, Renouncing &c. And farder the ſaid P. as principal and the ſaids C. and C as Cautioners for and with him binds &c. conjunctly and ſeverally to content and pay to the ſaid M. his Heirs &c. the like ſum of &c. in full and compleat payment of the ſaid Prentice-fee, and that at the Term of &c. in the year of GOD &c. with the Sum of &c. Expenſes and the ordinary Annualrents &c. during the not payment &c. *For the which cauſes* and on the other part the ſaid M. faithfully promiſes and binds him to inſtruct learn and Teach the ſaid P. in his ſaid Trade and Calling of &c. to the outmoſt of his power and Skill and to conceal or hid no part nor practique of the ſamen from him in ſo far as he is capable or can conceive the ſamen, and

alse to entertain the said *P.* at Bed and Board (Cloaths) and Washing and other necessars for his Body, honestly as becomes an Apprentice during the whole space above written (*mutual Penalties Clauses of Relief &c:*) and the said M: binds him to Book his said Prentice in manner and conform to the custom in such cases, Kegistration &c:

Nota *Ordinarly the Master (being a Merchant) is bound in the Indentures to send the Prentice to France, Holland, London or the like, for further insight and knowledged of his Art and Vocation, and that at the second or third years of his Prentisship &c.*

13 *Discharge of Indentures.*

I Me R. Merchant Burges of *Edinburgh*, grants and confesses that the within named B: lawfull Son to *F:* did enter and become Prentice and Servant to me in my Art and Trade of Merchandize upon the within written &c. day of &c. and has faithfully, honestly and truly served me for the hail space and time of &c. years within expresst and did no ways absent himself from my said Seruice during the said space, but he carried himself honestly, faithfully and truly as becomes an honest and faithfull Servant and Ptentice, and has fulfilled to me the within written Indentures in the hail heads

heads, Obligements and Clauses thereof, conform to the Tenor and Contents of the samen in all points for his part, and als has made payment to me of the Sum of &c. of Prentice see within specified, and als has made just Compt, Reckoning and Payment to me of all sums of Money, Debts, Merchant Ware and others whatsomever intrometted with or uplifted be him frae whatsoever Person or Persons in my Name. *And therefore*, I be thir presents Exoners, Quitclaims and simpliciter Discharges the said B. and C. his Cautioner in the said Indentures and either of them their Heirs, Executors and all others whom it effeirs of the said Indentures past betwixt me and them, and hail Obligements, Clauses Tenor and Contents thereof, and of all Intromissions had be him with whatsomever Goods, Gear, Debts, Sums of Money, Merchant-Ware and others pertaining to me, and of all other Compts, Reckonings, Clags, Claims and others whatsomever, that I can any ways ask, have and sute or him and his said Cautioner or either of them or their foresaids for whatsomever Cause or Occasion preceeding the date hereof, and of all Action, pursuite or Execution whatsomever competent or that may be competent to me or my Heirs or Executors thereupon, with all that has followed or may follow upon the same for now and ever. And binds and oblidges me and my foresaids to

warrand this present Discharge to be a sufficient Exoneration of the hail premisses to the said B. and the said *C*: his Cautioner and their foresaids at all hands and against all deedly as law will, and in token thereof I have instantly delivered up the saids Indentures being my double to the said B. to be made use of be him and his foresaids at their pleasure, and for the more Security consents to the Registration hereof *&c.*

14 *Discharge by a Wifes Executors to her Husband.*

BE *&c.* Us A. and B. nearest of Kin and Executors of Law to the deceast *W*: Spouse to *H.* for a certain Sum payed to us be the said *H.* in saristaction of all Goods and Gear and others whatsomever pertaining to the said *W.* the time of her decease, which might anyways fall or accresce to us or either of us through her decease, by Provision of Law, Contract of Marriage or otherwise whatsoever, as Executors of the Law or nearest of Kin to her: Whereof we grant the Receipt— *Therefore wit yews* for us our Heirs Executors and all other our Assigneys, to have exonered quitclaimed and simpliciter discharged the said *H.* his Heirs, Executors and all others whom it effeirs, of all Goods, Sums of Money houshold Plenishing and others whatsomever

per-

pertaining to the said W. the time of her decease which might fall to us or either of us, or our foresaids through her decease by Provision &c. or otherwise as Executors —— or which we or any of us might ask, crave, claim or pretend to in all time coming by vertue thereof, and of all Action, instance — competent — to us or either of us and our foresaids therefore of the Law, upon any grouud whatsomever for now and ever &c. (absolute warrandice) Registration &c:

15 An *Letter Will and Testament.*

TO all and sundrie whom it effeirs, To whose Knowledge these presents shall come. Be *it kend*, That I *Cornelius* being for the present Well in my Body and for the present sick in Body but perfect in Memory and Judgement, blessed be GOD; And considering the frailty of this short and transitory Life, with the certainty of Death, and uncertainty as to the time and manner thereof, that being reserved to the all knowing Wisdom of GOD. *Therefore* to the effect I may the better prepare against the time of my change, when the samen at the pleasure of GOD shall happen I have thought fit to make and declare my Letter-Will and Testament as follows

Imprimis, I Commend and intirely Resign my Self, Soul and Body in the Hands of GOD

Almighty my Great and Bountifull Creator and Redeemer, and declare that I am a Protestant professing the true reformed Religion by GODs Mercy presently professed and taught in the Reformed Churches according to the written Word of GOD, and summarly contained in the *Confession of Faith* of this Church, Ratified and Approven by the Estates of Parliament of this Kingdom in the year 1690; And declares that all my hope of Salvation depends only upon the free Love and Mercy of GOD, and the Merits and Intercession of Jesus Christ my only Saviour and Mediator:

Item, when it shall please GOD to separate my Soul and Body, I ordain and Wills my Body to be Interred and Buried in the Burial place of——amongst the rest of my Friends decently in a Christian manner as becomes, but without any Pomp or Wordly Vanity.

Item, I make constitut and nominat and appoint *D.* my only *D*aughter to be my sole and only Executrix and Intromissatrix and universal Legatrix (excepting the particulars under-written) of my hail Goods, Gear, Moveables, Debts, Sums of Money, Mails, Farms and Duties of my Lands, of all Years and Terms, resting unpayed, Corns, Cattle, Horse Nolt, Sheep, insight Plenishing, Gold, Silver coined and uncoined, Jewels and hail Abulliments of my Body Utencils and Domicils and others whatsomever, that shall be resting and per-

ertaining to me the time of my deceaſe, ſe-
luding all others my Kin and Friends there-
ae, with full power to to her with conſent
f W. my Spouſe during her Widui y allen-
erly, and failling her by deceaſe or Marriage
ith conſent of my honourable Friends un-
et written or any two of them who ſhall
cept to give up Inventars thereof in ſwa far
s is not given up hereby my ſelf, and to con-
rm my Teſtament as accords, and to ſell, uſe
nd diſpoſe with conſent foretaid of the ſaids
oods, Gear and others at their Pleaſure, ſhe
eing alwiſe on Life oblidged to ſatisfy my
ſt and lawfull Creditors be advice foreſaid,
at of the firſt and readieſt thercof. *Item*, I
eclare that there jnſtly reſting to me the Sums
Money under written, be the perſons after-
preſt, conform to their ſeveral Bonds, Tickets
ecreets and Accompts and others ilk an of
em for their own parts in manner as is after
vided, *viz.* *Item*, there is owing to me the
rticular Sums &c. by the perſons —— by the
nds —— after ſpecified, *viz.* *Item* I have le-
t and bequoth to the perſons particularly
er named, the Sums and others after expreſt
an of them for their own parts as follows,
z. *Item* I ordain the Sum of —— to be payed
poor diſtreſſed Families at the ſight and be
advice of the Miniſter and Elders of the
riſh. *Item* I leave and beqnoth the Sum of
to the Poor of the Pariſh of &c. and or-

dains

dains the ſamen to be payed in to the
Theſaurer for the time with power to hi
need beis) to call and purſue therefore
Receipt thereof *&c. Item* I make, nominat
conſtitute the ſaid W. my Spouſe to be
Tutrix & Teſtamentrix during her Widow
allennerly to my ſaid Daughter, for guid
and governing her perſon and Eſtate dur
her Pupillarity, and tailling of her by Marr
or Death, I nominat and appoint *F: G, H*
K: and *L.* or any three of them who ſhall
cept, the ſaid *F.* alwiſe being one during
Lifetime to be her Tutors as ſaid is. A
do recommend to my ſaid Daughter in all
Affairs to uſe the Direction and Counſel of
ſaid Friends as well during her Pupillarity
after untill her lawfull Marriage, and alſo a
her Marriage when GOD ſhall provide a
caſion fitting her *D*egree : And this my
ter Will and Teſtament I ordain to ſtand
in all time coming, Annulling and Revoc
all other my former Wills and Teſtaments
ceeding the date hereof. In witneſs whe
I have ſubſcribed (written by W. thir pre
&c.

TITLE

TITLE VI:

Rights Eccleſiaſtical.

Preſentation and Collation Jure plenario.

A. Be the Mercy of GOD Biſhop of — undoubted Patron of the Pariſh Church S. lying within the Dioceſs of — To M. d *N.* Miniſters of the Goſpel of Chriſt at — nds Greeting. *Foreſmuckas* we have taken fficient proof and tryal of the Literature, Piety d Loyalty of *Y.* and of his good Converſa-on in time bygone, and that he hath careful- and diligently performed the Office of an ble and Faithfull and Loyal Miniſter of this ational Church at the Pariſh of—— And ſe-g he hath now taken the Oaths of Supremi-, Cannonical Obedience and Teſt conform o the Act of Parliament. *Ther fore wit ye us,* o have nominat —*Likeas* &c nominat pre-nt, admit and receive the ſaid *Y.* to the rch-denary of the Biſhoprick of——and to e Pariſh Kirk of—— reſpective under written nd all other Property pertaining to the ſaid Dignity, hail Manſe, Gleib and conſtant *Lo-*tall modified Stipend thereof during his Life,

giving, granting and diſponing *Jure plenar*
conform to the ſaid Right of Patronage the
of, to the ſaid *Y.* during his Life, or ſervi
the Cure at the ſaid Church, *all and hal* t
ſaid Arch-deanry and Kirk foreſaid, with t
two part of the Teinds of the ſaid Paroch an
the uſual Benefits thereof, and the Kirks be
longing thereto, with all Fews, Caſualitie
Duties and Priviledges pertaining thereto
which at any time bygone pertained or at an
time hereafter ſhall pertain and belong to th
ſamen, and that for the *Cropt* and year—
and yearly and termly in time coming during
—now Vaccant iu our hands as Biſhop of th
ſaid Dioceſs and at our Preſentation and Col
lation be the deceaſe of—— late Aarch-dea
thereof with power to the ſaid *Y.* to ask
crave &c. intromet with, and if need beis to
call &c. for the ſaid Fees, Rents, Stipend
and Caſualities of the ſaid *Cropt* and year—
and yearly &c. coming during his Life or Ser
vice of the Cure, with power alſo to him to
plant and conſtitute Viccars under him fo
ſerving the *Cure* of the ſaids Kirks belonging
to the ſaid Arch-deanry, Requiring you here
by that incontinent theſe preſents ſeen ye paſ
to the Pariſh Kirk of—and there in preſenc
of the Parochoners conveened for the tim
enter the ſaid *Y.* to the Office and Function o
the foreſaid Arch-deanry and Miniſtry at the
ſaid Kirk of——and receive the promiſe of the
Heretor

Heretors, Elders and Parochoners of the ſaid Pariſh. for obedience to him as their lawfull Ordinary Paſtor as becomes. *And ſickwiſe* that he paſs to the reſpective Manſes and Gleibs of the ſaid Kirks belonging to the Arch-deanry, and enter theſ id Y to the real, actual and corporal and peaceable poſſeſſion thereof by delivérance to him of Earth and Stone, and the Pſalm Book as uſe is, and other Symbolls requiſit, and this in no ways ye leave undone *e whilk* to do, we commit to you by this preſent Preſentation, Collation and Precept of inſtitution, our full power hereby, Alſo recommending the ſaid Y. to the Lords of Privy Council and Seſſion for Letters of Horning be their Lordſhips deliverance upon a ſimple charge of ten days only and others needfull effeirs to be directed at his inſtance againſt all and ſundry the Heretors Fewets, Liferenners, Conjunct-fiers, Fermourers, Tackſmen, Tennents, Poſſeſſors and Intrometters whatsomever and others lyable, adebted and in cauſe of payment of the ſaid Stipends, Rents, Duties and Caſualities, for cauſing of him and his Factors and Servants in his name, to be readily anſwered, obeyed and payed thereof for the ſaid Cropt &c. and yearly and termly in time coming during the ſaid Y. his Life time while he ſerves the Cure &c. *In* witneſs whereof theſe preſents (written be——) ſubſcribed

scribed with our hand and our Seal of
said Bishoprich and *Diocie* is appended a
before these Witnesses &c.

2 *Presentation by a Lay-patron.*

I *Thomas* Tutor Testamentar to P. undo
ted Patron of the Parish Kirk of —
the most Reverend Father in GOD by Div
Providence Arch-Bishop of G. Greeting. F
asmuchas the said Kirk of — is now vac
in the hands of the hands of the said P.
Pupil, be the Transportation of *L.* late Mi
ster thereof to the Kirk of — And being
sirous that the same be provided with so
meet, qualified and goodly man, fitted for
exercise of the Ministry. And being infor
med of the Literature &c. of M. *Ther fo*
have nominat and presented, *Likeas I* as T
tor Testamentar and in name and behalf
my Pupil foresaid, Nominat and Present
said M. to the Ministry of the said Kirk
— and to the Manse, Gleib, Fruits, Re
&c. as the samen was formerly possest by
payed to the said L: late Minister thereof,
that for this present Cropt &c. and yearly
desiring you the most Reverend Father
GOD to take tryal of his Qualifications,
being found Qualified to admit him to
said Church and grant Collation and *Institu*
on as use is, Recommending &c: to the
of &c. in witnes whereof &c. 3. C

3 *Collation by the Biſhop.*

0: Biſhop of—— To our well beloved —— Miniſters &c. *Foraſmuchas* P: undoubted ron of the pariſh Church of —— vaccant his hands be the Tranſplantation of——late niſter thereof be his Letters of Preſentation ed &c did nominat and preſent *M.* to the ſt Reverend Father in GOD *A.* by Divine ovidence Arch Biſhop of— to be Miniſter the Goſpel at the ſaid Kirk and to the Manſe Stipend &c. *Therefore I* as Vicar of the h epiſcopal Sea of G. And having Commiſn from the ſaid moſt Reverend Father in OD, after Serving and Returing of an Edict the ſaid Kirk in due form as uſe is, and tag his Oath for acknowledging His Majeſtys premacy and for yeilding due obedience to Ordinary with the Teſt conform to the Act Parliament made thereanent and having nd him moſt qualified, Do hereby admit d receive him to the Function of the Miniy at the ſaid Church of and confer the ſame on him, with the Manſe, Gleib &c. conform the ſaid Letters of preſentation in all points, *requiring you* that incontinent thir preſents n, that ye paſs to the ſaid pariſh Kirk of &c d there in preſence of the pariſhoners conened for the time, enter the ſaid M: to the fice &c: and receive the promiſe of the Heretors

retors &c: and ſicklike that ye piſs to th
Manſe &c. (as in the firſt Preſentation)
witneſs whereof &c.

4 *Inſtrument of Inſtitution.*

IN *nomine Dei* Amen —— in preſence of m
N. P: and Witneſſes under-ſubſcriban
Compeared perſonally ane Reverend Br
ther in Chriſt *D.* Miniſter of the Goſpel
—to whom the Precept of Inſtitution co
tained in the Collation after ſpeciſiad is direc
ed in manner after-mentioned, together wi
an other Reverend Brother in Chriſt E.
whoſe favours the ſaid Collation and Prece
of Inſtitution is granted, and then paſt wi
certain Heretors of the pariſh of —— to th
Kirk of the ſamen, having and holding in h
hands a Letter of Collation containing the
in an precept of Inſtitution directed to th
ſaid D. dated——granted be—— *mentionit*
That *Foraſmuchas P*, undoubted patron
the pariſh Kirk of— vacant in his hands
the Tranſportation of—therein ſpecified, h
by his preſentation dated &c: nominat &
the ſaid E: to the ſaid moſt Reverend Fath
inGOD, as Viccar and having Commiſſio
in manner above and therein mentioned, f
the Cauſes therein ſpecified, did admit a
receive the ſaid E: to the Function of the M
niſtry at the ſaid Kirk, and conferred the ſa
upo

upon him, with the Manſe, Gleib &c conform to the ſaid preſentation, Requiring alſo the ſaid *D*: That incontinent after ſight of the ſaid Collation and precept they ſhould paſs to the ſaid pariſh Kirk of &c. and there in preſence of the Congregation &c: enter the ſaid E. to the Office and Function of the Miniſtry of the ſaid Kirk of &c: and receive the promiſe &c. *And ſicklike*, that they ſhould paſs to the Manſe and Gleib &c. and enter him to the real, actual and corporal poſſeſſion of the ſaid Manſe &c. by deliverance &c. as the ſaid Collation and precept of Inſtitution therein contained at more length bears. And then the ſaid *D.* paſt to the ſaid Kirk with the ſaid Aſſeretors and the ſaid E. and having entred within the ſamen, the ſaid *D.* with all Reverence and Solemnity requiſit, entered and gave Inſtitution to the ſaid E. of the *Function* &c. and Received the promiſe &c: and entered him to the poſſeſſion and uplifting of the conſtant locall modified Stipend &c: for the Crop t &c. and in time coming be deliverance in the hands of the ſaid E: perſonally preſent, and accepting the Book of GOD and the *Pſalm* Book with all Reverence and Solemnity uſual in the like caſes: And thereafter the ſaid D. paſt with the ſaid E: to the ground of the Manſe and Gleib belonging to the ſaid Kirk, and there gave actual, real &c by deliverance to the ſaid E. preſent and accepting, of Earth

and Stone of the ground of the samen, and a
psalm Book with all Solemnities used and r
quisit, and with free ish and entry and all oth
Commodities and priviledges whatsomev
thereto belonging, conform to the said pr
sentation, Collation and precept of *Institutio*
therein contained, and dayly custom obser
ed in the like cales in all points no man o
posing the samen. *Upon the whilk* all an
sundry *&c:*

5. *Gift of Chaplanry.*

BE *it known* to all men be thir presents m
P. undoubted patron of the Chaplan
under written *&c.* To have given, grante
and disponed. *Likeas* by thir presents *I* giv
&c. to and in favours of C. during his Lif
time, *all and hail* the Chaplanry of *&c.* Situa
ed *&c.* and founded *&c.* with all and sund
Lands Heretages, Houses, Biggins, Annualrent
Superiorities, Teinds, Fruits, Rents, Emol
ments and Casualities whatsomever there
pertaining vacand in my hands, and at m
Gift and Disposition be decease of G. l
chaplain thereof, and that for this insta
cropt &c. and yearly and termly in time co
ing during his Lifetime, Recommending &
to the Lords of *C.* and S. *C* as in the first
Attour to my Lovits &c. and ilk an of yo
my Baillies in that part *&c.* *It* is my Will &

paſs to the pariſh Kirk of &c. within which ſaid Chaplanry is founded and ſituat, and ere give *Inſtitution* of all and hail the ſaid haplanry and Lands and others foreſaid ther-belonging, to the ſaid *C.* during all the days his Lifetime. or to his certain Acturney in name, be deliverance of an pſalm Book and ther Symbolls uſed and requiſit in the like es, and this in no ways &c. The whilk &c. witneſs whereof &c.

ota, *This was the Form and Method of preſenting Miniſters to vacant Churches in the time of Biſhops and Epiſcopal Government, but ſince the Revolution and ſettling the preſbyterian Government again in this Kingdom which was by Act of Parliament in* June 1690 *and the right of patronage as to the preſenting of Miniſters in theſe Kirks whereof they were patrons taken away by Act of Parliament in* July 1690 *The Heretors (being proteſtants) and Elders and parochoners doth give a Call and name a Miniſter for their reſpective Kirks and pariſhes in this form following.*

A Call to a Preacher as yet a Probationer.

WE the Heretors, Elders and Parochoners of the Kirk of *A* now vacand be throw the deceaſe of D. Taking to ſeri- conſideration our preſent ſad and deſolate

condition through the want of a Pastor, an
the great and absolute necessity we have of
pious and well qualified Minister. *And bein*
well informed of, and satisfied with the piet
Learning, Prudence and Fitness of you
Preacher of GODs Word, for dischargin
the pastoral duty amongst us: *Therefore*, w
do hereby earnestly and seriously invite an
call you the said *P.* to be our lawfull pasto
in the said *Parish* for preaching the Gospe
and discharging all other parts of the Mini
sterial Function amongst us, *promising* tha
through the Grace of GOD, we shall giv
you all due incouragement and *Submissio*
in the Lord. And we do most earnestly intrea
and obtest that you may seriously conside
our present necessity and this our most cordi
al Call and Invitation, and accept the same ac
cordingly. And we do likewise intreat th
presbytery of—— to admit the said p. to try
als and doing every other thing necessar
for his Ordination and legal Admission as
Minister of the said paroch, according to th
Acts, practice and constitutions of this Churc
in the like cases. *In* witness whereof wr
ten by *W.*) we have subscribed thir presen
&c.

A Call to a Miniſter already ordained, from one pariſh to another.

WE the Lord provoſt, Baillies, Theſaurer and Town Councel &c. of *Edinburgh*, (Or) We the Heretors, Elders and pachoners of the pariſh Kirk of *Corſtorphine*, ow vacant be and throw the deceaſe of D. aking to ſerious conſideration &c. *And being* ell informed of &c and fitneſs of you *N.* iniſter of the Goſpel at the pariſh Kirk of —for diſcharging &c. *Therefore* we do here- y &c. and call you the ſaid *N.* to be our awfull paſtor in the ſaid pariſh for preaching &c. and diſcharging all other &c. amongſt us romiſing that throw the Grace of GOD we all give &c. in the Lord. And we do moſt arneſtly intreat and obteſt, that you may ſeiouſly conſider our ſaid preſent neceſſity, and his our moſt cordial call and Invitation, and ccept the ſame accordingly. *And* we do likeays intreat the presbyte ry of *Edinburgh* to ive their concurrance and Recommendation f this our call to the ſaid *N.* and his presbyery of— to the effect above written. In witneſs whereof &c.

Nota, *When a Kirk is vacant before a c*
be made as above set down, a Minister of
nother Parish, uses to preach at the said
cant Kirk, at which time he makes Intim
tion from the Pulpit to the Heretors, Elde
&c. *to conveen such a day and place, and m*
and subscribe a Call to a Minister or Proba
oner as before said; *And these Heretors a*
Elders &c. who meet at the said day affixt
that effect, do make and subscribe the sa
Call which is also attested by the foresaid M
nister.

Title

TITLE: VII:

Rights Maritime.

1. *Charter party of a Forraign Voyage.*

AT *Edinburgh* the——day of——It is appointed, agreed and finally ended betwixt M. Merchant Burgeſs of *Edinburgh* on the one part and S: Skipper and Maſter of the good ship called——on the other part in manner following, *That is to ſay*, the ſaid S. for the ſaught under written, binds and obliges him with the firſt Occaſion of a fair Wind to ſail with his ſaid Ship and Loadning aboard thereof to *Bergen* or to any other port in *Norway* that he ſhall find moſt convenient for making ſale of the Loading, and to ly there —— days for unloading and reloading an other Loadning of Timber, and therewith to return with the firſt convenience to the Harbour of *Leith* and therein to ly and remain the ſpace of &c. days for unloading, And for that effect the ſaid S. binds &c. to have his ſaid Ship well dreſſed water tight under and above, well provided with a competent number of skilfull and able

Mariners, and Victuals conform, with Cable Towes, Anchors, Sails, Masts, Raes, Floats Boats, and all other Materials requisit and necessary tot sailing of his said Ship and plying the said Voyage, and that he shall do his honest duty and diligence under GOD in Sailling and Convoying his said Ship to and from the parts above-written, and in receiving and delivering of the respective Loadnings above-specified, and that he shall suffer no part thereof to be damnified or imbazled by himself, his Ship or Companys fault (the hazards and adventures of the Sea alwise excepted) *for the which Causes* the said M, binds and oblidges him his Heirs, Executors and Successors and Intromettors with his Goods and gear whatsoomever, thankfully to content and pay to the said S. the Sum of &c of Fraught for the Voyage above-written within &c. after delivery with Overage, Towage, Prymage, Petty-Pillotage and all other *Duties* according to the custom of the Sea, Together with &c dayly and each day the said Master, Ship and Company shall be longer staved or delayed at any of the *Ports* above-written, then the ly-days above mentioned through the Merchants default. And finally both parties binds &c. to perform the premisses *hine inde* to other under the pain and penalty of &c. to be payed to the party faillier to the party observer or willing to observe, attour performance

formance of the lamen, contenting thir pre-
ents be inſert and Regiſtrat in the Books of
Council and Seſſion. Admiral Court Books or
ny others competent to have the ſtrength of
Decreet &c. and conſtituts &c. Their Pro-
rurators &c:

2 *Charter-party of an Inland Voyage.*

AT &c: betwixt M, Merchant in &c. on the one part and S. Ski per &c. on the other part in manner following, *That is to ſay* the ſaid S. has frughted and letten &c: to the ſaid M: the ſhip called &c: from the Port of *Leith* to the Port and Harbour of *Inverneſs* and frae the ſaid Port back again to the ſaid Port of *Leith* with her burden after ſpecified conſiſting of anehundred Tunns at leaſt; And binds and oblidges him to have the ſaid Veſſel right both above and beneth Water, and in readineſs for receiving her Loadning ſufficiently furniſhed with Anchors, Ropes, Cables, Sails and all other furniſhing requiſit betwixt and &c: and then Wind and Water ſerving to paſs with the ſaid Veſſel and her company for whom he ſhall be anſwerable from the ſaid Port of *Leith* to the ſaid port of *Inverneſs*, and there receive into his ſaid Veſſel the Number and Quantity of &c: Chalders of Bear (or Oats or Malt) or at leaſt what ſhe can conveniently carry and Tranſport, and to abide at the ſaid

port of &c: for intaking and inbarquing the ſaid Loadning the number of 10 Workly days And immediatly thereafter (Wind and Weather ſerving) with all convenient ſpeed to make forward to the ſaid Harbour of *Leith*, there alſo to attend other 10 workly days next after his arrival thereat for unloadning and delivering of the ſaid Loadning of Victual. For *the which Cauſes* the ſaid *M.* binds *&c.* his Heirs —— to pay to the ſaid *S.* his Heirs &c. the Sum of —— for ilk Chalder of the ſaid Victual ſwa received and delivered, the ſaid *S* being alwiſe oblidged to pay and ſatisfie for what damnage the ſaid Victual ſhall ſuſtain be his or his Companies default or negligence. And farder the ſaid M. binds &c. to pay to the ſaid *S.* the Sum of —— for ilk day it ſhall happen him and the ſaid Veſſel to remain at either of the ſaid Ports attour the Weather Workly days above expreſt in default of the ſaid M. and that within twelve days next after the unloading of the ſaid Victual, with —— of liquidat Expenſes &c. (inſert mutual Penalties and Regiſtration as in the former.

3 *Bill of Loadning.*

At Inverneſs the 14 *of* Feb: 1698.

REceived by me *S:* Shipper aboard of the katch the *Chriſtian* of *Leith* the number and

and quantity of 20 *Chalders* of Oat Meal good and ſufficient Mercat Ware according to Information, which I am to carry and tranſport to the Harbour of *Leith*: As witneſs my hand at *Inverneſs* the ſaid ſixteen day of *February* 1698.

4 *Diſcharge by a Skipper of a Fraught.*

BE &c: me S. Maſter of the good Ship called——*Foraſmuchas* there was an Charter party paſt betwixt M. and me of the date &c, whereby for the Voyage of the ſaid Ship then undertaken from &c. to &c. and from thence back again with an Loadning of &c to the ſaid Harbour and Port of &c, which was thereafter ſwa faithfully performed by me with the ſaid Ship, for the which the ſaid M: obliged him his Heirs &c: to content and pay to me the Sum of &c. with *Cap-logen* and other Duties therein mentioned, at the time, under the penalty and with the mutual faillies *hinc inde* at more length mentioned in the ſaid charter party of the date foreſaid. *And now ſeing* the ſaid M: has inſtantly made payment and ſatisfaction to me of the ſaid Sum of &c: of Fraught with the *Cap-logen* and other Duties ſpecified in the ſaid charter-party accuſtomed in the like caſes, wherewith I hold me well content ſatisfyed and payed, renouncing all Exceptions or Objections that may or can be pro-

proponed to the contrare for now and ever. *Therefore wit ye me* to have exonered quit-claimed and ſimpliciter diſcharged. *Likeas* be thir preſents for me, my Heirs, Executors and all other my conſtituents and owners of the ſaid *Ship* exoner, quit claims and ſimpliciter diſcharges the ſaid M. his heirs Executors and all others whom it effeirs of the foreſaid Sum of——as the Fraught agreed upon for the ſaid Voyage abovementioned, and of the foreſaid *Cap lagen*, Overage, Towage, Rowage, Primage, Petty pillorage and other Duties according to the Cuſtom of the Sea, and of the liquidat Expenſes and faillies contained in the ſaid Charter party any ways due and payable by the ſaid M. therein contained, with all that has or may follow thereupon for now and ever, and of all I or my foreſaids can ask, claim or crave from the ſaid M. and his foreſaids upon account of the ſaid Voyage and Fraught, and binds &c. to warrand this preſent Diſcharge to the ſaid *M &c* and hath delivered herewith my double of the foreſaid Charter party, unregiſtrat to be cancelled or deſtroyed or otherways &c. at his pleaſure. Regiſtration &c. or, in witneſs whereof &c.

5 *Diſcharge by the Owners to the Skipper.*

BE &c. We *A. B C. D. E.* and *F.* owners of the Ship called —— *Foraſmuchas* by Charter

Charter-party past and made betwixt M. Merchant—— and S. Skipper of the said Ship appointed by us on the other part of the date —(here reduce the mutual Obligements, then say) *And now seing* after just Compt and Reckoning by us and the said S. anent the said Fraught and Voyage and allowance to him of his own Wages and the Seamens Wages, together also with the Out-riking and Victualling hail Provision and other Expenses laid out during the whole voyage above specified; There remains of the said Sum of—of Fraught above-mentioned, the Sum of— Money foresaid due to us as Owners foresaid, whereof there is payed by the said S. to me the said A. the Sum of &c: as my eight part, and to me the said *B*: the Sum of &c: as my sixteen part &c: and to me the said C: the Sum of &c: as my eight and sixteen part thereof, and to me &c. extending in the haill to the said Sum of &c: above mentioned. *Therefore wit ye us* the Owners above named to have exonered, quitclaimed &c: *Likeas* we by thir presents for our own respective parts above specified, for us our Heirs exoners &c: simpliciter discharges the said *S*: his Heirs, Executors and all others whom it effeirs of the foresaid Sum and neat ballance of &c: above specified and of our respective parts thereof above expreſſ conform to our several Rights and interests in the said Ship and Fraught above rehearted, and of all other voyages

voyages and Fraughts made by and of the ſaid Ship ſince our reſpective Rights to the ſamen (or) during the ſaid *S.* his being Skipper thereof for us, and of all we the ſaid Owners can ask, claim or crave of the ſaid S. thereanent preceeding the day and date hereof, diſpenſing with the generality hereof, and admitting *&c.* as every particular voyage, Fraught &c were herein at length expreſt and ſet down, (warrandice at all hands *&c.* and Regiſtration *&c.*

Nota, *Ordinarly the Owners after Compting with the Skipper, they ſubſcribe the Ship Compt Book for their reſpective parts both payed and allowed by them and payed to them from time to time, and ſometimes ſeparat Diſcharges are granted* &c.

TITLE VIII.

Rights Arbitral.

1. *An Submiſſion.*

AT *Edinburgh* the —— day of *November* 1698 years, *A.* on the one part and *B.* on the other part have referred and ſubmitted, and hereby refers and ſubmits themſelves to the amicable Sentence, Deciſion and Determination of *C.* Judge Arbitrator and amicable Compoſitor elected, nominat and choſen for the part of the ſaid *A.* & *c* anent all Actions, Pleys, Queſtions, Debates and Controverſies whatſomever ſtanding betwixt the ſaid parties, wherewith they or either of them may burden others or whilks they may lay to the Charges of others for whatſomever cauſe, dew or Commiſſion *hinc inde* bygone as more ſpecially and particularly ſhall be contained and condeſcended upon in the Claims to be made and given in be either of the ſaids parties before the ſaids Judges, whilk Claims are holden as expreſt herein, and the generality here

hereof is declared to be als ſufficient as if ever particular Controverſie were herein at length ſet down and expreſt. *Likeas* the ſaids Judges have accepted and hereby excepts this preſent Submiſſion in and upon them, and promit and obligeth them to conveen Meet and treat thereupon, and to give forth and pronounce their final Sentence and Decreet Arbitral thereintill betwixt the ſaid parties betwixt and the ——day of—— *With power* to the ſaid Judges in caſe of variance betwixt them ſwa that they cannot agree together, to elect nominat and choſe an Overſman for deciding and determining the ſaids debateable matters, to whom the ſaids parties refers and ſubmits themſelves, who ſhall pronounce and give forth his Decreet and Sentence betwixt and the——day of——thereafter. *And whatever* the ſaids Judges Arbitrators foreſaid both in one voice, and in caſe of variance betwixt them as ſaid is whatever the ſaid Overſman ſhall be nominat be them, be himſelf alone ſhall decerne and determine in the premiſſes, and cauſe inſert in the blank on the back ſide hereof ſubſcribed be the ſaids parties betwixt and the ſaid——day of——both the ſaids parties Submitters aforeſaid binds and oblidges them, their Heirs, Executers and Succeſſors to ſtand and abide thereat, and to obſerve and fulfill the ſamen to others without Contradiction, and Appellation, Reduction or gainſaying what ſom

ſomever and that under the pain and penalty of the Sum &c. to be payed by the party failzier to the party obſerver, or willing to obſerve, by and attour the performance of the premiſſes. And for the more ſecurity, they all conſent, and are content, that thir preſents, together with the ſaid Decreet Arbitral to follow thereon, be altogether inſert and Regiſtrat in the Books of Council and Seſſion, or in any other Judges Books competent therein, to remain *ad futuram rei memoriam*, and if need beis that Letters of Horning on a Charge of 15 days, and others needful may paſs thereon, in form as effeirs. In witneſs whereof thir preſents (written by *W.*) together with the above-mentioned blank on the other ſide hereof are ſubſcribed by the ſaids parties, and alſo the ſaids Judges in ſign of their acceptance, place, day, month and year of God reſpective foreſaid, before thir Witneſſes, *&c.*

2. *Prorogation of a Submiſſion.*

WE *&c.* ſubmitters and Judges reſpective above-ſpecified, for certain weighty cauſes and conſiderations, all with one voice unanimous conſent and aſſent, hereby prorogats, ſuperceds, and continues the deciſion and pronouncing of the Decreet Arbitral above expreſt, anent the controverſies and debates particularly and generally above-written, untill

till the ——day of —— At which day each us ſhall be obliged to our reſpective parts the *Compromit* above expreſt in manner length therein ſpecified. In witneſs where *&c.*

3. *Decreet Arbitral.*

AT *&c.* We C. and D. Judges Arbitrators, and amicable Compoſitors mutually elect, nominat and choſen by A. on one part, and B. on the other part, to decide and determine, and give forth our Sentence and Decreet Arbitral, anent all and whatſomever clags, claims, *&c.* ſtanding betwixt the ſaids partis *hinc inde*, excepting as is within expreſt; and particularly anent, *&c.* conform to the within-written Submiſſion and *Compromit* of the date, tenor, and contents within expreſt. *Having* divers times met and conveened with the ſaid parties, and all their rights, reaſons, and alledgances being likewiſe heard, ſeen, and conſidered, and we having well and ripely adviſed, after due deliberation with all the ſaids parties claims and queſtions anſwers and replyes; and being earneſtly deſirous that all debates may be removed, and mutual love intertained betwixt them, as becomes: And having God and good Conſcience before our eyes, Do both in one voice, but variance or diſcrepance, *D*

co

and ordain the ſaid B. to diſpone and aſ
from him, his heirs, *&c.* to, and in fa
irs of the ſaid A. his heirs or aſſigneys he
bly and irredeemably without reverſion
and hail, *&c.* with the Meadows, parts,
dicles, and pertinents of the ſamine, toge
with all title and right he has, or may pre
d thereto in time coming, *&c.* And like
e to renounce, quitclaim, and ſimpliciter
harge, to, and in favours of the ſaid A. all
t, claim, or pretence whatſomever he has,
an pretend to that Rigg and an half of
d lying, &c. and alſo to flitt and remove
elf, haill Family, Servants and Tennents,
ds, Cattel, *Horſe*, Nolt, Sheep, &c. from
e Houſes, and Steeding, and Yards, and
ſures, commonly called, &c. and that
ſely at the Term of *Whitſunday* next,
out any preceeding warning, or proceſs
moving, and ſicklike, &c. And on the
part, decerns and ordains the ſaid A. to
payment and ſatisfaction to the ſaid B. all
haill the ſum of, &c. precisely at the Feaſt
Term of *Whitſunday* next above mentio
or otherways to grant Bond and ſuffici
ecurity therefore, with ſufficient and re
al Cautioners therein, bearing all clauſes
and requiſite in the like caſes, bearing
ent of the ſaid principal Sum of —— a
decerned, at ſuch Terms, with ſuch de
ions and ſubſtitutious, penalty and Annu

alrents from ſuch Terms as the ſaid B. ſh
think fit. And in like manner, ordains t
ſaid A. to grant, ſubſcribe, and deliver an am
and general Diſcharge to, and in favours
the ſaid B. of all *Debts*, Sums of Money, A
compts, Reckonings, Decreets, Sentenc
Bonds, Obligations, Promiſes, Ingagemen
Cautionries, Clags, Claims, &c. preceedi
the day and date hereof, with ample warra
dice at all hands, &c. and Regiſtration,
Becauſe it clearly appeared to us by the Wri
Rights and Titles, and other grounds of ri
produced, and claims *hinc inde*. Anſwers,
plyes and Duplyes hereanent, and other p
bation and tryal taken by us anent the ſami
That the ſaid A. &c. and that the ſaid B.
And therefore we have given and pronoun
our final ſentence, determination, and Dec
Arbitral in the terms on the one and o
parts reſpective above-ſpecified. And for
better obtaning, and effectual performanc
the premiſſes, we content and ordains this
ſent *Decreet* Arbitral, together with the w
in written ſubmiſsion be inſert, &c. in ma
mentioned in the ſaid ſubmiſsion. In wi
whereof (written by W.) we have Subſcri
&c.

4. *In*

4. *Inſtrument of appeal from a Decreet Arbitral.*

At *Edin: tertio die Menſis Feb:* &c.

THE *which day*, in preſence of C: and D: Judges Arbitrators after-mentioned, and alsin preſence of me Notar publick, and Witneſſes under-ſubſcribing, compeared perſonally A: and then & there openly declared himſelf in the particular words *verbatim* followeing, *viz. Forſameikle as* I am given to underſtand that C: and D: Judges Arbitrators, and amicable Compoſitors mutually elected and choſen betwixt me and B: anent the deciſion of the matters in a ſubmiſſion ſubmitted by us to them, for the effect therein ſpecified, dated &c. Has pronounced and given forth a Decreet Arbitral, and final ſentence therein, moſt unrighteous, unequal and unjuſt, and to my great hurt and known læſion, as ſhall be declared at length in the Summonds of Reduction to be raiſed by me thereanent. *And ſeing* my ſilence might be conſtructed as a ſign of my conſenting, ratifying, and homologating of the ſaid Decreet Arbitral: *Therefore* I hereby preſently reclaim, diſſent, reſile and appeal from the ſaid Decreet Arbitral, and Judges foreſaid, pronouncers thereof, to the more righteous, equitable, and

juſt deciſion of the Lords of Council and Se
ſion being well and ripely adviſed in the ſai
matters, and the rights, reaſons, claims a
allegations concerning the ſamine, and ſolem
ly do hereby proteſt for remeed of Law the
anent as accords. And hereupon I ask a
take Inſtruments one or more in the hands
you Nottar publick. Thir things were do
&c.

5. *Anent Reduction of Decreets Arbitral.*

BY the Articles of Regulation concerni
the Seſſion, approven by the King
29 of *April*, 1695. Article 25. is this as f
lows.

That for the cutting off of groundleſs a
expenſive Pleas and Proceſſes in time comi
the Lords of Seſſion ſhall retain no reduction
any Decreet Arbitral, that ſhall be pronou
ced hereafter upon a ſubſcribed ſubmiſſion,
the inſtance of either of the parties ſubmitt
upon any cauſe or reaſon whatſoever, un
that of corruption, bribery, or falſhood, to
alledged againſt the Judges Arbitrators w
pronounced the ſame.

6.

6. *An observe thereon.*

THerefore parties would be well assured, and have sufficient experience of the thfulness, honesty, and intire probity of se to whom they submit and refer their dif-rences, as well as their knowledge and ability determine according to equity, in the tters under debate, and submitted.

TITLE

TITLE IX.

Solemnities required for perfecting Securities.

1. *The Symbols of Infeftments in Lands, Offices, &c.*

1. THE giving Infeftment of Lands re deemable or irredeemable is, by delivery of Earth and Stone of the ground of the said Lands by the Proprietar or his Commissioner as Bailie in that part to the acquirer or his Acturney, having and holding in his hands the Writs, or Precepts, and Instrument taken thereon in the hands of a Notar Publick, before two Witnesses at least.

2. The Infeftment of Milns, is by delivery of the Clap and Happer in manner as above specified.

3. Infeftments of Fishing, is, by delivery of the Nets and Lines as aforesaid.

4. Infeftment of Fish Cruives, is by delivery of the Hecks as above-said.

5. Infeftment of the Liberty of Boats and Ferries, is by delivery of Water and an Oar.

6. In

6. Infeftment of Teinds, is by delivery of an handful of Straw with the Ears of Corn, &c.

7. Infeftment of Forralices, is by entering at the Gates, and excluding the diſponer, &c.

8. Infeftment of an Heretable Bailliary, is, by entering within the Court, &c.

9. Infeftment of Reſignation of Lands, is, by delivery of Staff and Baſtion in the Superiors hands, or his Commiſſioner, by the Vaſſal or his Acturney kneeling, &c.

10. Infeftment of *Patronage*, is, by delivery of a Pſalm Book.

11. In inſtitutions of Miniſters, Chaplains, &c. it is by delivery of the bible, or a Pſalm Book, and of earth and ſtone of the ground of the Manſe and Gleib, &c.

12. Infeftment of Annualrents, if payable in Money, it is, by delivery of earth and ſtone of the ground of the *Lands*, and a penny Money *Item*, If payable in Victual, then it is by delivery of earth and ſtone of the Lands, and a parcell of Corn with the ſtalks.

13. Infeftment of Burrow-Tennents, as Heirs to Predeceſſors without being ſerved, it is, by delivery of Haſp and Staple by the Baillie or Dean of Gild.

14. Infeftment of Moveables or Houſhold-leniſhing, it is, by delivery of any part thereof, as a Silver Spoon, Plate, Trencher, Stoup, or the like, with Inſtruments taken in the hands of a Nottar here, as in all other particulars above mentioned.

2. *The*

II. *The Formula's of Nottars.*

1: *The forms of Atteſts by Clerks of Court, and Writers to the Signet, who is, and ought to be Nottars Publick, in the end of Writs extracted from the Originals, and compared by them, thus Engliſhed.*

THis is a true Copy of the principal Charter above-written, contained in the Regiſter of our Soveraign Lord the King, and at command of the Lords of Council and Seſſion of the ſame King, Extracted, Coppied, and compared, and agreeing in all things with the original without adding thereto, or away taking therefrom, nor changed in ſubſtance, or varying in form; and this teſtified by me Clerk of the Rolls and Regiſters of Council and Seſſion of our Soveraign Lord the King, under this my Sign and Subſcription Manual of the date, at —— the —— day of, *&c.*

Another thus.

THis is a true Copy of the Sealed Letters above written, contained in the Books of Privy Seal of our Soveraign Lord the King, and Extracted from the ſame, copied and compared by me *J. H.* Nottar publick, and Writer to the Priver Seal, under this my Hand and Subſcription Manual, at *&c.*

2. The

2. *The forms of Atteſts by Nottars publick, in the end of doubles taken and copied from the principal Writs, and compared by them thus,*

I *Jo.* S. Nottar publick under-ſubſcribing, do hereby teſtifie, that this preſent Copy above written, taken from the Original Inſtrument, or Contract, *&c.* of the date and tenor at length above written being diligently hearkened, ſeen and read by me; and becauſe in all things and by all things, I have found it to agree *verbatim* with the Principal and Original above-ſpecified, and that is neither razed nor cancelled in any part thereof. Therefore I, together with other two Nottars publick, have Subſcribed the ſame, teſtifying this by our Sign and Subſcription Manual, at, and before theſe——Witneſſes ſpecially called and required to the premiſſes.

So it is, I *Ro.* S. Nottar Publick, and Co-nottar in the premiſſes, ſpecially called and required, do teſtifie the truth of the above-named Copy in all things, and by all things, as above ſet down, by this my Sign and Subſcription, *&c.*

So it is, I *Jo. R.* Nottar Publick under-ſubſcribing, and Co-nottar with the above-named *Jo.* S. *Ro.* S. do teſtifie the truth of the premiſſes, as above ſpecified and Written, by this my Sign and Subſcription Manual of the date foreſaid, *&c.*

3. The

3. *The Form of Notars subscribing for these that can not writ, or unable through sickness, and attesting the same thus.*

THe Clause in the Writ to be subscribed is, I the said *M.* have subscribed thir presents with my hand touching the Pen led by the Nottar under subscribing, because I cannot writ my self, (or) because I am not able by Reason of Sickness *&c.* then follows.

So it is, I *Ja. B.* Nottar publick in the premisses required at and by the Command of the foresaid M. not knowing to writ, (or) not able to write for, or through Sickness as he asserteth, testifyed by this my Sign and Subscription of my hand.

So it is, I *Da.* Co-notar publick for and at command of the said *M.* who cannot writ, (or) is not able through Sickness as he asserteth, Testifying by this my Sign and Subscription Mannual:

4. *Nottars when necessary as above expresst, they also subscribe the Margin of the Writ only with their proper Names and Sirnames and N. P.*

5 *Act of Sederunt anent Notars* July 21. 1698.

THe Lords of Council and Session, do prohibit and Discharge Notars to subscribe writs for persons who cannot writ themselves

themselves, unless it either consist in the Notars knowledge, that he for whom and at whose command they subscribe is the person designed in the Writ, or that the same be attested by these who subscribe Witness to the Notars Subscription, or other credible persons, and which the Notar is to mention, when he subscribes for the party. And to the end this Act may be known to all his Majesties Leidges, Ordains the same to be printed.

III.

III. *Saints-days, or Holy days and Feaſts of the Church in time of Popery, many of which are found mentioned in old Writs, and are ſometimes dated from them, ſuch as theſe following.*

1	*Purific. S Mariæ,*	Candleſmaſs, *Feb* 2.
2	*Sancti Valentini*	S. Valentines day, *Feb.* 14.
3	*Sancti Patricii,*	S. Patricks day, *Feb.* 16.
4	*Sancti Georgii,*	S. Georges day, *April* 23.
5	*Sancti Marci*	S. Marks day, *April* 23.
6	*Sancti Nicolai,*	S. Nicols day, *May* 9
7	*Nativ. Dan. Bapt:*	S. John Baptiſt day, *June* 24.
8	*S. Petri & Pauli,*	S. Peter and Pauls day, *June* 29.
9	*S. Thomæ & Jacobi,*	S. James day, *July* 25.
10	*St. Pet. advincula,*	Bonds or impriſonment of St. Pet. *Lamb. Dig* 1.
11	*Sancti Ægidii,*	S Giles day, a Scots Saint. *Septemb:* 2.
12	*Sancti Crucis.*	Rood or Holy-Croſs day, *Sept:* 14.
13	*Sancti Michaelis,*	S. Michael, day, or Michaelmaſs. *Sept.* 29.
14	*S. Simeonis & Judæ,*	S. Simeon and Judes day, *Oct* 28.
15	*Omnium Sanctorum*	All Saints day, or Hallowmaſs *Nov.* 1.
16	*Sancti Martini,*	S. Martins day, or Martinmaſs, *Nov.* 11.
17	*Sanctæ Helenæ,*	S. Helens day, *Novemb:* 13.
18	*Sancti Andreæ,*	S. Andrews day *Novemb.* 30.
19	*Sancti Cuthberti,*	S. Cuthberts day *March* 20. *vel Decem.* 17
20	*S. Joannis Divini,*	S. John the Divine's day, *Decemb:* 26.
21	*Sancti Stephani*	S. Stephans day, *Decemb:* 27.
22	*Nativitatis Christi,*	The Birth day of Chriſt, or Chriſtmaſs Dec 25
23	*Paſchatis Feſta,*	Paſch, a moveable Feaſt.
24	*Pentecoſta Feſta,*	Pentecoſt, or Whitſun. a moveable Feaſt.
25	*Sancti Antonii*	S. Antonies day, *Jan* 7
26	*Sancti Mungi,*	S. Mungo's day, *Jan.* 13.

IV.

IV. *The ſeveral degrees and ſorts of Kindred, Engliſh and Latine.*

1. *The degrees of Blood-Line deſcendant and aſcendant.*

Of the Male Sex.

Ritavus,	The Grandſirs Grandſir.
Atavus,	The Grandſirs Grandſir.
Abavus,	The Grandſirs Father.
Proavus,	The Grand father.
Avus,	The Goodſir.
Pater,	The Father.
Filius,	The Son.
Nepos,	The Grand-ſon.
Pronepos,	The great Grand-ſon.
Abnepos,	The Grand ſons Grand-ſon.
Atnepos,	The Grand ſons great Grand-ſon.
Trinepos,	The great Grand-ſons great Grand-ſon.

Of the Female Sex.

Ritavia,	The Grand-dams Grand-dame.
Atavia,	The Grand-dams Good-dame.
Avia,	The Grand-dams Mother.
Proavia,	The Grand-dame.
Avia,	The Good-dame.
Mater,	The Mother.
Filia,	The Daughter.
Neptis,	The Grand-daughter.
Proneptis,	The great Grand-daughter.
Abneptis,	The Grand-daughters Grand-daughter.
Atneptis,	The Grand-daughters great Grand daughter.
Trineptis,	The great Grand-daughters great Grand-daughter.

2. *The*

2. *The degrees of Blood of the Collateral or Side Line.*

Of the Male-sex.

Frater	A Brother.
Patruus,	The Father-brother, or Uncle.
Amita,	The Father-sister or Aunt.
Pro Patruus,	The Grand-fathers Brother. or Grand-uncle.
Pro Amita,	The Grand-Aunt on the Fathers side.
Ab Patruus,	The Grand Uncles Uncle by the Father.
Ab Amita,	The Grand Aunts Aunt by the Father.
Patruelis,	The Children of two Brothers.

Of the Female Sex.

Soror,	A Sister.
Avunculus,	The Mothers Brother, or Uncle.
Matertera,	The Mothers Sister, or Aunt.
Pro Avunculus,	The Grand Uncle by the Mother.
Pro Matertera,	The Grand Aunt by the Mother.
Ab Avunculus,	The Grand Uncles Uncle by the Mother.
Ab Matertera,	The Grand Aunts Aunt by the Mother.
Matruelis,	The Children of two Sisters.
Consobrinus,	The Sisters Son.
Consobrina,	The Sisters Daughter.
Sobrinus,	A Cousin of any degree.

3. T

3. The Names and Kindred by Father and Mothers ſide.

Patres Germani	Full Brothers of the ſame Parents.
Sorores Germani,	Full Siſters of the ſame Parents.
Fratres Germani,	Children of the ſame Father only.
Sorores	Children of the ſame Mother only.
Conſanguinei,	Of the ſame Blood Race or Kindred.
Agnati,	Of the Fathers Stock, Fathers Kindred.
Cognati,	Of the Mothers-Stock, Mothers Kindred.

4. The denomination of Allyes or Relations.

Affines Vitrici.	An Allya. ſuch as follows,
Noverca,	The Step-father.
Privignus,	The Step-mother.
Privigna,	The Step-ſon.
Socer,	The Step daughter.
Socrus,	The Father in Law.
Avus,	The Mother in Law.
Abavus,	The Grand-father in Law.
Gener,	The Grand-mother in Law.
Nurus,	The Good-ſon, or Son in Law.
Pronepos,	The Good-daughter, or Daughter in Law.
Proneptis,	The Grand Son in Law.
Levir,	The Grand Daughter in Law.
Glos,	The Good-brother,
	The Good-ſiſter.

ACT *of Parliament concerning probatiue Witneſſes in Writs and Executions.* Augu 29 1681.

OUR SOVERAIGN LORD, Conſid ring that by the Cuſtom introduce when Writing was not ſo ordinary, Witneſſ inſert in Writs, although not ſubſcribing, a probative Witneſſes, and by their forgetfu neſs may eaſily diſown their being Witneſſe For *Remeid whereof* His Majeſty with advi and conſent of the Eſtates of Parliament do enact and declare, that only ſubſcribing Wi neſſes in Writs to be ſubſcribed by any part hereafter, ſhall be probative, and not t Witneſſes inſert not ſubſcribing ; And th all ſuch Writs to be ſubſcribed hereafter, where in the Writer and Witneſſes are not deſigne ſhall be null and not ſupplieable by condeſcen ding upon the Writter, or the Deſignatio of the Writer and Witneſſes. And it is fu ther Statute and Declared, that no Witneſ ſhall Subſcribe as Witneſs to any parties Sub ſcription, unleſs he then know that party, an ſaw him ſubſcribe, or ſaw or heard him gi Warrand to a Notar or Notars to ſubſcrib for him, and in evidence thereof touch th Notars Pen. or that the party did at the tim of the Witneſſes ſubſcribing acknowledge h Subſcription ; otherwiſe the ſaid Witneſſ ſhall be repute and puniſhed as acceſſory t

For

orgery. And seing writing is now so Ordi-
ry, His Majesty with consent foresaid doth
act and declare that no Witness but subscrib-
g Witnesses shall be probative in Instruments
Seasin, Instruments of Resignation *ad Re-*
manentiam, Instruments of Intimations, of
signation, Translations or Retrocessions to
onds, Contracts or other Writs which shall
ppen to be subscribed in any time hereafter:
nd that none but subscribing Witnesses shal
probative in Executions of Messengers, of
hibitions, of Interdictions, Hornings, *Ar-*
stments; *And* that no Execution whatsom-
er to be given hereafter shall be sufficient to
fer Infer interruption of Prescription in real
ights, unless the same be done before Wit-
ses present at the doing thereof subscribing
nd that in all the saids cases the Witnesses be
signed in the Body of the Writ, *Instrument*
Execution respective, otherwise the same
all be null and void, and make no Faith in
dgement or outwith.

THE INDEX Of the ſeveral Titles and Securities therein

Title 1. *Rights Perſonal and Mixt.*

1 A Bond of borrowed Money containing a Pledge
2 A Common Bond with Cautioners and Inſtitutions
3 A Bond of Relief by the Principal to his Cautioners
4 A Bond of Corroboration
5 An Aſſignation to a Bond
6 Inſtrument of Intimation thereon
7 A Back bond declaring a Bond Aſſigned to be in truſt
X 8 A Renunceſſion aſſigning the Right back again to the owner
9 A Tranſlation making over a Right to a third Party
10 A Diſcharge by an Aſſignee to the principal Debitor
11 Diſcharge to a Cautioner, and Aſſignation to the Bond for his relief
12 Bond of Cautionry for louſing Arreſtment
13 Bond of Cautionry in a Suſpention
X 14 Bond of preſentation for one taken with Caption
X 15 A Supercedere by Creditors to their Debitor
X 16 Bond of Cautionry in a Law boorrows
17 A Diſcherge of Annualrent
18 Precept and Inſtrument of Proteſt thereon

Title 2. *Rights Heretable and Redeemable.*

1 AN Heretable Bond, containing many Clauſes and Proviſions

Heretable Bond, with Precept of Seasin, and Assignation to the Rents 39
An Instrument of Seasin in Lands upon an Heretable Bond. 44
Disposition and Assignation to an Heretable Bond. 48
A Procuratory for Premonition to receive a Sum on Insetment. 55
An Instrument of Premonition thereon. 56
Instrument of Requisition, conform to a Procuratory in favours of the Creditor Annualrenter. 58
Instrument of Redemption and Consignation. 60
A Discharge of an Heretable Bond, and Renunciation of Insetment. Wrong in number the 10 for the 9 Figure, albeit none wanting. 63
Contract of Wodset of Lands Principal and Warrandice, with a Back-Tack to the Disponer. 65
Instrument of Resignation on a Wodset. 73
Instrument of Seasin in Tenements on a Wodset. 75
An Ejk to a Reversion of Wodset 79
Renunciation of a Reversion. 83
A Regress by the Superior 86
A Procuratory for making Requisition of a Sum on Wodset. 88
A Bond of Warrandice by one who uses an Order of Redemption to him in whose hands the Money is consigned. 91
Back-bond on an Assignation of Sums whereupon Adjudication is to be led, obliging to denude 95
Assignation and Disposition to an Adjudication. 98
Charter by the Magistrats of a Burgh of Adjudication. 108
Instrument of Seasin thereon, both English. 112
Instrument of Redemption of Adjudication. 115

Title 3. *Rights Heretable, Irredeemable, and others.*

Disposition of Lands by an Heir-portioner not Infeft. 119
A Clause to be insert if the Lands hold Ward 127
Consent and licence by the Superior to sell Ward-Lands 129
Disposition of Lands by Husband and Wife Infeft 130
Instrument of Seasin upon a Disposition to Husband and Wife. 139
Confirmation by the Superior of a Charter to his Vassal. 143
Dispositions of Burrow-Tenements. 145

7 A Contract of Exeambion, 146
8 A Disposition and Tailzie, with irritant Clauses. 150
9 A Precept o. *Clare Constat* of Feu-lands. 167
10 A Precept of *clare Constat*, with a *Novo-damus* of Ward-lands containing the tenor of a Charter. 171
11 Disposition of Superiority by the Superior in favours of his Vassal. 177
12 Precept of Seasin by the Superior to his Vassal, conform to Preceps direct forth of the Chancellary. 179
13 Gift of single and Liferent Escheat. 180
14 Gift of Marriage, Non-entry, and Waird. 183
15 Instrument of Intimation of a Gift of Marriage, and offer of a person agreeable, wrong numbered 184
16 A Gift of Recognition. 186
17 Mails leave by one Heretor to another, wrong as aforesaid. 188
18 A Bond of Thirlage to a Milln to be built, 189
19 A Contract of Assedation, or Tack. 190
20 The form of a Baron Court. 194
21 Precept of Warning against Tennents. 197
22 Executions of Warning on the said Precept. 199
23 Instrument of Ejection and Possession. 200
24 A Factory or Commission 201
25 A Chamberlainry and Bailliary. 204
26 Bond of Caution for a Chamberlains intromissions 205
27 A Contract of Victual, 207

Title 4. *Rights Tutorial, and others of the like nature.*

1 Consent to a Tutory-Dative. 209
2 A Bond of Cautionry in a Tutory-Dative. 210
3 Discharge of Tutors Accompts by the Minor and his Curators *Ibid.*
4 Nomination by a Minor of his Curators. 215
5 Discharge of Curators Accompts. 216
6 Ratification after Majority, of Rights *made* in Minority. 217
7 Revocation after Majority, of deeds done in Minority. 217
8 An Interdiction by a youth to certain Friends. 218
9 Renunciation to enter Heir 221

Title

Title 5. *Rights Matrimonial, and the like.*

1 A Minut of Contract Matrimonial. 223
2 A Contract of Marriage in ample Form. 225
3 Another Contract of Marriage. 229
4 Revocation of deeds done by a Husband to his Wife during the Marriage. 230
5 Revocation of deeds done by a Wife to her Husband *ab re-verentiam Maritalem*. 231
6 Renunciation by a Wife of her Liferent to her Husband. 233
7 Judicial Ratification and Instrument thereon. 234
8 Disposition of Moveables. 235
9 Instrument of Possession thereon. 236
10 Disposition and Assignation by a Father of a Testamentary nature. 237
11 Bond of Provision by a Father to his Children. 239
12 Indentures of a Prentice. 241
13 Discharge of Indentures. 244
14 Discharge by a Wifes Executors to her Husband. 246
15 A Latter-will and Testament. 247

Title 6. *Rights Ecclesiastick.*

1 PResentation and Collation by a Bishop, *Jure plenario* 251
2 Presentation of a Minister by a Lay-Patron. 254
3 Collation, or Admission of a Minister, by the Bishop. 255
4 Instrument of Institution, or Placeing, thereon. 256
5 Gift of Chaplanry. 258
6 A Call to a Preacher, as yet a Probationer. 259
7 A Call to a Minister already ordained from one Parish to another. 261

Title 7. *Rights Maritime.*

1 A Charter-party of a Forraign Voyage 263
2 A Charter-party of an In-land Voyage. 265
3 A Bill of Loadning. 266
4 Discharge by a Skipper of a Fraught. 267
5 Discharge by the Owners to the Skipper. 268

Title

Title 8. *Rights Arbitral.*

1 A Submiſſion.
2 A Prorogation of a Submiſſion.
3 A Decreet Arbitral.
4 Inſtrument of Appeal from a Decreet Arbitral
5 Anent Redaction of Decreets Arbitral.
6 An Obſerve thereon.

Title 9. *Solemnities required for perfecting Securities.*

1 THE Symbhols of Infeftments in Lands, Offices, &c.
2 The *Formula's* of Notars.
3 Saints days, or Holy Days, &c. uſed in Writs.
4 The ſeveral degrees and ſorts of Kindred, Latine and Engliſh.
5 Act of Parliament concerning probative Witneſſes in Writs and Executions.

FINIS.

Appendix.

Special Clauses in Writs and Securities.

1. *Clauses in Assignations.*

1. A Clause of Warrandice in an Assignation may be this, I oblige me to warrand at all hands, *&c.* That is to say, in case the Assigney shall not recover payment from the Debitor within two Months after the term of payment, then and in that case, I oblige me to pay him the said Sums Principal, Annualrents, and the necessary Charges he shall be at in doing diligence therefore, at least so much thereof as he shall not recover payment of, he always being obliged to do diligeuce before hand to the length of Registration of the Horning allennarly; and likewise that upon payment made by me conform to thir presents, he shall be obliged to repone and retroceſs me in my own place as effeirs.

2. Clause in an Assignation of Warrandice, whereby the Cedent binds, *&c.* to war-

rand, &c. *That is to say,* In case the said A. shall not recover payment of the said Sums of &c. he using due and exact Diligence according to Law for recovering the samen in this manner, *viz.* That the said A. shall duely registrat the said Bond, raise Letters of Horning, Poynding and Arestment; and not only charge for payment, but denunce and registrat the said Horning; and incase he should suspend, to discuss the samen, and to use all other personal Diligence requisite; Then, and in that case the said C. binds, &c. to make payment to the said A. of the said Sums assigned, &c.

3. Clause in an Assignation to warrand, &c. excepting furth and frae the said Warrandice, &c. providing that the foresaid Exception infer no Approbation nor Ratification thereof, but that it shall be lawful for me to quarrel the same upon any legal Ground competent, or that may be competent as accords, notwithstanding of the foresaid Exception.

4. Clause in an Assignation to a Sum heretably secured, whereby the Cedent binds to purge all Hornings and Inhibitions if any be against him, that may any ways affect the foresaid Right disponed, and also to purchase a Gift of his single and liferent Escheat upon lawful Hornings, an or moe, in favours of some responsal Donatar who shall be free of all Hornings and other Impediments, that may

bind

inder him to assign the same in manner af-rispecified, to cause obtain a lawful Decreet f general Declarator of the said Gift, and to use the said Donatar ratifie and approve this esent Assignation, and to assign the said ift and Declarator in favours of the Assig-ey, in so far as may be extended to the fore-id Right hereby disponed, with warrandice om Fact and Deed.

2. *Clauses in Bonds, Bairns* **Provisions, Tailzeis.**

CLause of borrowing and paying in a Bond by 3 persons to a Gildrie thus. e, *&c.* grants us to have borrowed, *&c.* om T: present Thesaurer to the Dean of Gild, Gild-brether of —— in Name and for the and behove of the said Dean of Gild and Brether, *all and haill* the Sum of —— hich Sum of —— with half a years Annual-nt, and interest thereof to the Term of pay-ent underwritten, we bind, *&c.* conjunctly d severally, our Heirs, *&c.* to pay and de er again to the said T. and his Successors in fice Thesaurers of the said Gildrie, in name d for the use and behove of the Dean of ld and his Gild Brether of the said Burgh, d that betwixt the Date hereof and the term — *&c.*

2. Clause in a Bond bearing Annualrent;

conceived with a Substitution, declaring, that what Annualrents shall be resting the time of the Fiars decease, shall no ways belong to his Executors, but to the Party substitute, or his Heirs without necessity of Confirmation, &c.

3. A Clause in a Bond, I bind, &c. my Heirs as well Male, Tailzie, Conquest and Provision, as of Line, and my Executors and Successors whatsomever, conjunctly and severally for the haill, and we, &c. the saids Cautioners, conjunctly, and equally ilk an of us for our own parts *pro tanto*, &c.

5. Clause in a Bond bearing Substitution thus, I bind, &c. to make payment to the saids C. and D. lawful Children to the deceast F. and langest Liver of them two, their Heirs, Executors or Assigneys whatsomever, under the provisions after-specified, of all and haill the Sum &c. providing nevertheless; Likeas it is hereby expressly provided and declared, That albeit the foresaids Sums are hereby payable to the said C. and D. and longest Liver of them two. *Nevertheless*, and notwithstanding thereof, it shall always be leisom and lawful to the saids C. and D. at any time during their life, *etiam in articulo mortis* to uplift and intromet with, dispone and assign, or otherwise dispose upon each of them an just and equal half of the saids principal Sums, Annualrents, and Expenses above-written, and every

very other thing thereanent to do, *&c.* as if hir presents had been conceived in favours of he said C. and D- equally betwixt them

6. Clause in a Bond of Provision, *Declaring*; That if the appearand Heir die, and another of the Children succeed to the Estate, that then and in that case, his part of the provision shall accress to the rest of the Children equally amongst them.

7. Clause in a heretable Bond of Provision to a Daughter, providing, that in case she be married, and her Tocher payed, or security given therefore by the Father before his decease, or in case that she die unmarried, or within year and day after her Marriage without Bairns surviving her, or yet if she shall marry without the special Advice and Consent of such persons as shall be nominat by the Father in his Latter-will, or otherwise; Then and in that case, or any of them, this present Bond shall be null, *&c.* or in the last case the Provision may be restricted to a part.

8. Clause in a heretable Bond wherein payment of the principal Sums is suspended for some years, and wherein there is obligement of payment of the Annualrent in the mean time yearly and termly. *It is allways provided*, that in case of failzie of the punctual payment of the Annualrent termly, the Creditor shall have power to require and charge

for the hail principal Sum, notwithſtandi
the term of Suſpenſion be not elapſed.

9. Clauſe in a heretable Bond, where
the Tennents are bound as Cautioners for pa
ment of the Annualrent; Likeas during t
not redemption of the foreſaid Annualrent,
bind, *&c.* not to remove or out-put the forſa
Tennents my Cautioners, furth and frae t
ſaids Lands. And in caſe it ſhall happen a
of them to deceaſe betwixt and the foreſa
Redemption, then and in that caſe, I bin
&c. to place other ſufficient Tennents in th
place, and cauſe them to become bound, ac
and obliged in the Sheriff Court-Books of—
for yearly payment of the ſaid Annualrent
the ſaid C. and his foreſaids.

10. Clauſe in a Bond of Tailzie, *provid*
That if the Granter ſhall happen to leave
Heir-Male of his own Body to ſucceed hi
Then and in that caſe the ſaid Bond to be n
and void, *&c.*

11. Clauſe in a Bond of Tailzie, *Reſerv*
to the Granter full power and liberty at a
time in his lifetime, to Retrack, Annul,
alter the ſaid Bond and Right of Tailzie, P
viſions and Infeftments following and
pointed to follow thereupon, and to dec
the ſame void and null, and ineffectual, ei
in haill or in part, as he pleaſes, ſicklike a
the ſamen had never been, and that either

a new Bond and right of Tailzie, or by a Declaration in Writ under his handbefore Witneſſes, or otherways as he ſhall think expedient.

12. *Item* to ſell and diſpone upon the ſaid Lands, Teinds and others foreſaid, either in haill or in part, or toburden the ſamen with any Debts or other Burden whatſomever at any time in his life, and generally every other thing, *&c.*

13. *Item*, Its hereby declared, that this preſent Bond of Tailzie and Security above-writen ſhall be obligator and effectual againſt me and my foreſaids, for obſerving, keeping and fulfilling the haill Premiſſes conform to the Tenor, Intent and Meaning and Purpoſe of the ſamen in all Points, altho' that no Reſignation nor Infeftment ſhould follow thereupon, and altho' that the ſamen ſhould never be delivered by me to any perſon or perſons in my lifetime, but ſhould remain ſtill in my own cuſtody, and be found amongſt my other Papers after my deceaſe; And notwithſtanding thereof, and of all other Exceptions, *&c.* I ordain the ſamen to be holden as a delivered Evident, and that notwithſtanding upon whatſomever pretence they object the not delivery thereof.

3 *Clauses in Contracts of Mariages.*

1 CLause in a Codtract of Marriage, and its hereby decclared that the foresaid Provision of Conjunct-fee, shall not only belong to the said *W.* the promised Wife in the case of the survieing her said promised Husband but also in case he shall happen to be put to the Horn, and therethrow his Escheat to fall, or for any case Civil or Criminal. or in case of Forefalture or any other occasion whatsomever, whereby his Estate or the Liferent thereof may fall in the Hands of his Majesty, and th t in these or any of these Cases, and notwithstanding thereof sh shall have full power to enter to, Brook ; Also and possess her said Conjunct Fee, and dispose thereupon for her own proper Use and due and reasonable Aliment,

2. Clause wherein the Wife being provided to the Liferent of all, is obliged if she survive her Husband and have Children, either to Aliment them till they can do for themselves, or otherwise to restrict her self to a Sum condescended upon

3. *Clause*, That in case the Husband survive, and the Wife die without Children of the Marriage, in that case the Husband binds him to pay her Heirs, or Assigneys, or Executrs

ecutors, the Sum of at the first Term of *Candlesmiss*, *Whitsunday*, *Martinmass*, or *Lambmas* after her Decease, with Anuualrent thereafter, and with Power to rhe Wife to legat and bequeth the said Sum as she shall think fit, sick or whole, *eitam in articulo mortis*, without or with Consent of her said Husband, and conform thereto he binds *&c.* to pay, *&c.*

4. Clause wherein the Wife *Consents*, That in case she survive her Husband and there be Children of the Marriage, in that case one Person shall be chosen be her, and another by her Children, or their Tutors or Curators to whom, and in case of Varaince betwixt them, to an Oversman to be chosen by them, it shall be Lawfu l to Cognosce whether it shall be suffciont Provision to the Alimenting and Educating of the Children. And if they find that there is not, they shall have Power to restrict her Liferent providing it extend no further than the Rent of the Dwelling-house, or of *&c.* provided her in *Liferent* in the said Contract.

5. Clause, for a Liferent Infeftment to the Wife. *And sicklike* I bind *&c*, to *Infeft* her in Liferent in the Mansion and Dwelling-house of with the Yards, *&c.* with Liberty of Moss, and Mure, Casting, Winning and Leading of Peits Fewal, Fail and Divotsin the Ground of the Lands of for the Use

of

of her self and Family allenarly, as freely as I or any other Heretor thereof may or might havedone our selves, and Assigns to her during her Lifetime as said is, all Kens, Customs and Services due and payable be the Tennent of the said Lands.

6. Clause. And in case the said Marriage shall happen to be dissolved by decease of either partie within year and day without Children procreat alive, the foresaids Provisions *hinc inde* to be void and null as they had never been made *&c.*

4. *Clauses in Dispositions.*

1. CLause in a Disposition, permitting the winning of Lime in the Disponers other *Lands*: And furder I bind *&c.* to suffer and permit the said R. and his foresaids and other Tennents of the said Lands or with the Pertinents, to Win, Transport and away take Lime and Stone out of any part of my Lands of——and for their farder Security thereanent *I* bind *&c.* to burden and affect the said Lands with the Priviledges and Liberties above-written, and declare that the said *Lands* and my Heirs and Successors whatsomever therein are and shall be lyable thereto, and that *I* or my foresaids shall not sell, Wodset or otherwise dispose upon the samen, but with the burden

burden thereof, and for the ſaid R. and his foreſaids their farder Security thereanent, *I* for me and my foreſaids their farder Security thereaeent, *I* for me and my foreſaids conſent that *I*nhibition be duely execute and Regiſtrat againſt me for my ſelf and in name and behalf of my Heirs and Succeſſors ſinguiar or univerſal thereupon.

2. A Clauſe in a Diſpoſition of a part of Lands *And becauſe* the ſaid Lands of —— hereby diſponed, aud my other *L*ands of—— heretably pertaining to me and ſubſiſting in my perſon, are valued with the ſaids *L*ands *&c* hereby diſponed conjunctly and ſeverally and *in cumulo* to the ſum of —— And that the Stents, Ceſſes and Taxations are payed accordingly for the ſaid hail Lands *in cumulo* as ſaid is, *Therefore* and for avoiding all Controverſies thereanent, it is hereby declared that the Valuation above written being divided into 12 parts, the ſaids *L*ands of——hereby diſponed, are eſtimat to 5 parts of the ſamen, and the ſaid R. by acceptation hereof binds *&c.* to relieve me and my foreſaids of the ſaid 5 parts of the preſent Stents, Ceſſes, *T*axations and other publick Burdens impoſed or to be impoſed upon the ſaid Lands of—— hereby diſponed and my other Lands of *in cumulo* as foreſaid,

3 Clauſe in a Diſpoſition of a part of Lands ho

holding Taxt-Waird, thus: *And becauſe*, that by the ſaid Charter the hail Lands of —— above-writen were taxt to pay yearly during the time of the Waird and Non entry thereof when the ſamen ſhould happen, the Sum of——at the ſaid two terms of *W.* and *M.* by equal Portions, and for the relief of the Heirs thereof, the Sum of——and for the Marriage of the Heirs of the ſamen, the Sum of ——*And ſeing* the ſaid Lands of —— hereby diſponedare eſtimat to a ſixt part of the ſaid Taxt-duties above-ſpecified, extending and being as follows, *viz.* during the time of Waird and Non-entry thereof, when the ſamen ſhall happen, the Sum of 100 Merks yearly at the ſaid two Terms of ——And for their Proportions of the relief of the ſaid Lands the Sum of 20 *lib.* as being the juſt 6*th* part of the ſaid taxt-relief, and for their Proportion of the Taxt avail of the Marriage of any Heirs of the ſaid Lands the Sum of 200. *lib.* of Taxt-avail above-written, and that for the remnant of the ſaid Taxt-duties ſhall be payable to me and my foreſaids.

4. Clauſe in a Diſpoſition of Lands by a Father to his Son and appearand Heir. And it is hereby declared that the foreſaid Infeftment ſhall be in full ſatisfaction to my ſaid Son of all former Proviſions, Bonds, Obligations, Diſpoſitions, Aſſignations or others what-

whatsomever that he can ask of me, or which he or his foresaids may crave by vertue of the Clause in the Contract of Marriage past betwixt me and M. my Spouse his Mother, or any other manner of way whatsomever, excepting that I of myown proper Motive and Accord shall think fit to bestow. And also if my said Son shall happen to decease without Heirs of his Body, and that therethrow the Lands fall to the Heirs Male or Female gotten or to be gotten betwixt me and —— my said Spouse, Then and in that case my said Heirs Male or Female shall be oblidged to make payment to E. F. and G. my Daughters of the first Maraiage, of the Sum of —— equally amongst them, and the Deceasands part to accress to the Survivers equally amongst them.

5. Clause in a Disposition for keeping the Disponer free of publick Burdens, Imposed or to be imposed on the said Lands during the not Redemption and oblidging to repair and keep up the Houses during that time, and in case he the Disponer pay any of the said burdens or make any Repara.ions. Then and in that case he (the Granter of Redemption) grants and consents the said (Disponer) may retain in his hands as much as will satisfie the samen, out of the first and readiest of the Sums of —— due by him to the Granter, conform

to

to a Bond. And Wills that the grant of Redemption aforesaid shall in that case be holden and interpret to be a sufficient and valid Discharge *pro tanto* against all having or pretening to have Interest.

6 Clause in a Disposition oblidging the Granter to relieve the Receiver of all publick Burdens, Ministers Stipends, Precenters and School-masters Sallaries and others payable out of these Lands preceeding such a Term therein mentioned.

7 Clause in a Disposition of Lands, reserving a power to the Granter to burden the said Lands disponed, not exceeding a certain Sum therein condescended upon.

8 Clause in a Disposition thus. I dispone the hail Tenement of *&c.* as follows, *viz.* The one half thereof to A. and *B.* his Spouse and the longest liver of them two in Liferent, and to the said A. his Heirs or Assigneys whatsomever in Fee, and the other half thereof to the said A. his Heirs and Assigneys whatsomever.

9 Clause. Together with the Salmond Fishing in all the parts of the Water of — within the sight of the saids Lands hereby disponed and all their Pertinents.

10 Clause in a Disposition of Lands by a Nobleman to his Vassal, bearing a common Feu-duty *reddendo*, and there is thereafter there

hereto annexed; Together with perſonal ervice in the time of the Kings War, and in he time of Parliament, and general Conven-ions and other important Affairs when they hall be required by Us, by Our miſſive Let-er.

11, Clauſe in a Diſpoſition with power to he Receiver to aſcrive his Poſſeſſion of the aid Lands eirher to their preſents and Infeft-ents to follow hereupon, or to any other ight acquired by him thereof conjunctly nd ſeverally the one but prejudice of the o-er.

12. Clauſe in a gratuitous Diſpoſition of ands, reſerving to the Granter power at y time in his Lifetime, or upon Death-bed his letter Will and Teſtament, or any her way *etiam in articulo mortis*, to burden e ſaids Lands and others foreſaid, with pay-ent of ſuch Sums as he ſhall think fit, to hatſomever perſon or perſons, which the eceiver by acceptance hereof ſhall be obli-d to pay *&c.*

13. Clauſe oblidging the Diſponer in caſe e Receiver think fit to hold of him, to diſ-one to him all Caſualities, as Non-entry, iferent-eſcheat, *&c.* excepting always, when e Liferent-eſcheat ſhall fall for not payment Sums, and not performance of Deeds where-he ſtands engaged to the Diſponer himſelf.

14. Clauſe

14. Clauſe in a Diſpoſiiion of Moveables, obliging the Granter to enter the Receiver into the poſſeſſion, with power to him to enter thereto *brevi manu*, without any hazard of Spuilzie, or other danger of Law whatſomever.

15. Clauſe of Warrandice in a Diſpoſition of Lands reſtricted, ſo as not to extend againſt the Diſponers Tacks, mentioned in a Rental of the date of the Diſpoſition, ſubſcribed and delivered therewith, but prejudice to the Receiver to recover payment of the Tack-duty.

17, No Redemption till the haill Penalties of the Premonition and Requiſition (if any be declared to be incurred by Decreet of the Judge Ordinary) be firſt payed or conſigned.

5. *Clauſes in Factories, Fews, &c.*

1. WRits granted to Factors bear, That they as Factors bind and oblige their Conſtituents, and their *Heirs, &c.* to the performance of ſuch and ſuch Deeds, and when they grant *Diſcharges*, they ſay, that they as Factors for and in name of their Conſtituents, exoners, *&c.* and Factories ſometimes bears a Power to bind the Conſtituent

2. A Clauſe of *Reddendo* in a Feu thus, T

be holden of ns, *&c.* for yearly payment of the Sum of — of Feu duty, at two Terms in the year *Whit.* and *Mart.* by equal proportions in name of Feu-duty, and doubling of the said Feu-duty the first year of ilk Heir, *&c.* the said Lands, as use is of Feu-farm. *Providing* that the not payment of the saids Feu-duty by the space of two or more years running together in one unpayed, shall be no Cause of Nullity, Recognition or amitting of the present Feu-farm, Right, Charters, and Infeftments to follow thereupon, notwithstanding of whatsomever Statute or Custom made or to be made, introduced or to be introduced in the contrair, whereanent and anent all that may follow thereupon, we have dispenced, & for us and our foresaids hereby dispences for ever; But prejudice nevertheless to us and our foresaids, and our Factors and Officers in our Names, to poynd and destrenzie the readiest Goods and Gear being, or what shall happen to be upon the Ground of the said Lands for the time, for payment of the said Feu-duty that shall happen to be resting for the time, by vertue of *Decreets* to be recovered therefore before our own Baillies of the Barron Court of the said *Barony* of — as accords of the Law.

2. Clause in a Feu *Reddendo*, the Receiver and his foresaids always relieving us and our

foresaids of the Sum of — as an proportio-
nal part of the Sum of —due and payab
out of the said Barony to the Minister of—
and also the Sum — to the School-master
— and paying, Giving and performing thr
Head Courts of the said Barony, to be holde
at — by us, and our said Baillies in our nam
for all other Burden, &c.

3. Clause in a Feu *Reddendo*; And it
hereby declared, that the not payment
the Feu-duty, *&c.* for two or moe Term
together unpayed, be no cause of R
cognition notwithstanding of whatsomev
Law, *&c.* in respect I have exonered and di
charged, and hereby exoners and discharg
the said — and his foresaids of the said Fe
duty, and of all Action, *&c.* competent, &
therefore for ever.

6. *Gifts, Indenturs, Minors*, &c. *Procur-tories.*

1. IN a Gift of the Moveable Escheat o
Bastard, I have seen the Signature be
thus. And Ordains the said Letter to be fard
extended with all Clauses needful, and top
the Privy-Seal within 40 days next after t
date hereof, otherwise the samen to be n
and of no avail, strength nor effect. *Qu-ritur*, whether this be ordained by Law in
Signatures to be past the Privy Seal.

2. Clause in *Indentures* of Aprentiships, the Master binds and obliges him after 2 years of the Aprentiship, on his own proper Charges, to learn and instruct the Aprentice out of the Countrey in *Holland*, *London*, &c. for further Insight in his Calling and Merchant-Trading, As also, to breed him at Schools and other necessary Education conform to his Rank, for six Months, as use is in like cases, *&c.*

3. Clause in Writs granted by *Minors*, *viz.* I the said M. with consent of my saids Curators, and we the said —— Curators for our selves, and taking Burden upon us for the said M, and we all with one consent, *&c.* binds, *&c.* that I the said M. and failzeing of me by decease, my Heir or Heirs against, and at my or their perfect Age of 21 years compleat, shal Ratifie and Approve thir presents, and that they shall never quarrel nor impugn the samen directly nor indirectly in Judgement, or outwith in any time-coming.

4. Procuratories of Resignation bears, in the hands of our immediat lawful Superiors thereof being, or that shall happen to be for the time, or any of the Heirs and Successors, or of their or any of their Commissioners foresaid, or others having their, or any of their Powers or Commissions, in their or any of their names, *in favours*, &c.

7. *Clauſes in Reverſions.*

1. CLauſe in a Reverſion or condition o
Reverſion thus, and the Reverſion
be mede either at any one term or two Term
by equal portions, as the Reverſer ſhall thin
fit, *viz.* at the firſt Term of ——by payme
of the Sum —— as the equal half of the ſa
haill Sum of—— and that for the out-quitti
the half of the ſaid Lands wadſet as aforeſai
and the other half of the foreſaid Sum at t
ſecond Term for Redemption of the oth
half of the foreſaid Lands, *Providing alwa*
that the ſaid laſt term be not till after the ter
of *Whit.* in the year —, and until the ſa
laſt Term, and the foreſaid haill Sum be pa
ed, the Wadſetter ſhall not be obliged to r
nunce the Wadſet nor grant the Lands reden
ed.

2 Clauſe irritant in a Reverſion thus, *Pr
viding*, That if the ſaid D. and his foreſai
ſhall fail in the Redemption from me or
foreſaids of the ſaids Lands, *&c.* upon t
ſaid *Martinmas-even*, &c. by payment, *&*
or Conſignation in manner foreſaid; Th
and in that caſe, this preſent Reverſion wi
all Clauſes in the ſaid Heretable Bond, or Co
tract of Wadſet relating thereto, ſhall be nu
void and of no avail in all time thereafter,

s if the ſamen had never been granted, and heſaid D and His foreſaids ſhall in that caſe e obliged immediatly after the ſaid Term of — to renunce and diſcharge the ſamen, and ll right of Redemption competent, and that ay be competent to them thereanent, frae e or my foreſaids, at any time thereafter. *Likeas* the ſaid *D.* and his foreſaids by acceptation hereof binds *&c.* in caſe of the ſaid aillie to renounce and ſimpliciter Diſcharge; s I be the tenor hereof, now as then and en as now in the caſe foreſaid, *&c.* ſimplier Diſcharges this preſent Reverſion and lauſe foreſaid in the ſaid Heret ble Bond or ontract *&c.* relative thereto, and all Right Redemption — with all other Title, Intreſt, Right, Claim of Right, Property and oſſeſſion, Petitor or Poſſeſſor, which he or s foreſaids had, has or any ways may have im or pretend thereto, or any part thereof ails, Farms or Profits of the ſamen for the id Cropt and year of God——or any years ereafter, and that to and in ſpecial favours me my Heirs or Aſſignes whatſomever, an ereupon to make, grant, ſubſcribe and deer to me and my foreſaids, ſuch ſufficient tters of Renunciation, Diſpoſition and Aſnation, as we ſhall deviſe and preſent to em for that effect; And further in the caſe faillie foreſaid immediatly after the ſaid

Term of &c. to remove from the saids Lands and others foresaid, and to enter me and my foresaids and our Tennents and other in our name, to the void and peaceable Possession thereof, to be thenceforth and in all time coming brooked, joised, occupied, laboured, manured, set raised, used and disposed upon by me and my foresaids, as our own proper Heretage, heretably and irredeemably as we shall think good, without any action Claim or Question to be made or pretended be them in any sort, and that without any Declarator of the said failzie or any Process to follow thereupon, all fraud and guile being secluded and put away for now and ever.

2 Clause of Reversion, the Sum to be consigned upon the perril of the Consigner, to be delivered up to the Wodsetter upon a sufficient Renunciation and Discharge, which the Wodsetter oblidges him to grant *in communi forma*

8. *Clauses in Signators, Chartors.*

1. IN a Signatour for a Charter upon Comprising, I have seen a Precept of Seasin insert in the end thereof: *Quer.* whither it be so in all Signators for Charters of Land since the Act of Parliament Anno

—whereby Precepts of Seasin apart from the Charter is discharged, and the same appointed to be insertiin the Charter it self. I think that whither it be insert in the Signator or not, it will be done in the Charter of Course by vertue of that common Clause in all Signators (and that the said Charter be farder expended with all Clauses needfull) but this Signator as I take it passed in *Olivers* time.

2. Clause in a Charter obliging the Reciver of the Granters Liberty of Back-entries, to his other Houses and Tenements, and obliging the Party to have no Lights or Windows at all on such sides of his House, or to have them stenshelled or tirlesed or latticed, or to have them all closs Glass, which Restrictions frequently do occur within Burgh.

9 *Clauses in Submissions*:

1. CLause in a Submissiod, impowering the Arbiters to receive all Probation Requisit by Writ, Witnesses or Oath of Parties, and to pronounce Sentences as having GOD and a good Conscience before their Eyes.

2. In a Submission to a Lord of Session, It is provided, That in case of any Action of Reduction or others to follow upon the said Decreet Arbitral, or anent the matters submitted

ed, the said Submission and the Judges acting therein shall be no Cause of Declinator against him in any of these Actions or Processes.

10. *Clauses in Tacks, Testaments.*

1. CLause in a Tack, *viz. And seing* the said Coal-heughs and Salt-work are in great decay and out of case, and that there will be great Charges and Expenses required to set them agoing and a foot. *Therefore* the said Tacksman shall only be oblidged for the payment of the Tack duty of a 1000 *lib.* for ilk year of the first seven years of the foresaid 19 years Tack, and of the sum of 2000 *lib.* for ilk one of the remaining years of the Tack *providing*, nevertheless the said T. shall have full Liberty to renunce and overgive the said Tack at each 7 years end *And sicklike* providing, That in case the said *H*, Heretor thereof shall have the Opportunity of selling the said Coal-heughs and Salt-works at any time before the Ish of the said Tack, Then and in that case the said Tack shall be null for so far as is to run thereof. *And Sicklike* providing, That whenever a price shall be offered therefore the said T. shall have power and Right to buy the same at the said Price but fraud or guile. *Also*, that he shall have full power at any time during or after the said Tack to buy the

the ſamen, paying only therefore the Sum of —*And providing* alſo that whatever Ingines or Reparations he makes therein, he ſhall leave the ſame to the ſaid *H.* and his foreſaids but Fraud or Guile when he removes therefrae, in reſpect of the Abatement of the Tack duty above mentioned.

2. Clauſe in a Tack thus, obliging the Tackſman to pay Good-will and Like-kains and due Services as the reſt of his Tennents of the Barony are or ſhall be in uſe to pay or do.

3 *Item* to come to the Miln of the Barony with all his grindable Corns, and to pay Multure, Knaveſhip and other Service, uſed and wont.

4. *Item* the Tennent having received 10 Bolls of *Steel-bow-ſeed* and two Bolls ſowen, and harrowed reid land, he oblidges him to give as many Bolls ſowen, rid-land and teiled and harrowed the year of his removing, and to deliver the ſaid ſteel-bow-corn either at the iſh, or any year within the Tack as the Heretor pleaſes.

5. *Item*, he oblidges him and his Cottars and Servants to keep the Goods and Cattle out of the Parks and Woods, and to keep them harmleſs thereof, and not to cut the Woods or Timber on pretence of Reparation of houſes or any other pretence whatſomever.

6. Clauſe

6. Clauſe in a Wodſet of Lands and Tack of Teinds, *viz. Likeas* the ſaid *H.* has ſet and in Tack *&c.* For the Mails and Duties after ſpecified to the ſaid *R* and his foreſaids all and ſundry the Teind-ſheaves of the Land of *&c.* above-writen with the Pertinents, for all the days, ſpace, years and terms of the not Redemption of the ſaid Lands *&c.* begining *&c:*

6: Clauſe in a Tack bearing payment of Silver and Victual Duty, and oblidging the Tackſman, to carry the Victual yearly to *Edinburgh* or *Leith*, or any other place of no further diſtance the Heretor pleaſes, upon the Tackſamns own Charges, and on his own horſes and in his own Sacks.

8 Clauſe in a Backtack granted by a Wodſetter, whereby the Heretor obliges him not only to pay Annualrent for the ſaid Tackduty during the not payment thereof, after the terms whereat the ſamen is payable. I do not think this would be ſuſtained, ſeing it ſeems to be Uſury, *vide Stairs Deciſions.*

9 Clauſe irritant in a Tack, *viz. Providing*, That in caſe the Tackſman be denounced Rebel for auy Cauſe whatſomever, Then the ſaid Tack ſhall be repute and become *ipſo facto* null; And it ſhall be leiſum to the Heretor in the ſaid caſe to enter *brevi manu* to the ſaid Lands without any hazard of Ejection or Intruſiou, or any other Actions or Purſuit there,

thereupon, which they renounce for ever, and *per verba de presenti* obliges to warrand his Entry and Poſſeſſion: and for that effect binds *&c.* immediatly after *Denunciation To* remove himſelf, Wife, Bairns, Tennents, Goods *&c.*

10 Tack ſet by me *Ja. D.* Chanter of *Murray* to *Alexander* of——and to three Heirs lineally ſucceeding to him, and that after their Deceaſes for three nineteen years of the Teind ſheaves, Teind Fiſh and other Teinds, Parſonage and Viccarage of *&c.* dated 1609.

11 Clauſe in a Tack oblidging to remove from Lands thus: I bind *&c.* betwixt and *&c.* to enter the ſaid H. and his foreſalds to the real actual and void Poſſeſſion of the ſaid Lands and others foreſaid, with power to him immediatly thereafter to enter, bruik, joys and poſſeſs the ſame but any danger of Ejection or intruſion or ony other Action whatſomever to be move by me againſt them thereanent which I hereby renonnce for ever, and obliges me and my foreſaids to warrand the ſamen Poſſeſſion at all hands and againſt all deedly as Law will.

12 Clauſe in a Teſtament made by a Wife to her Husband, whereby ſhe of her certain knowledge and proper motive, Wills, Leaves and Bequeths to her ſaid Husband (but prejudice of the generality foreſaid) her hail Pearls

Pearls, Abuilyiments, Cloaths, Gold and Silver and other Goods and Gear whatsomever, pertaining or that ſhall happen to pertain to her the time of her deceaſe any manner of way.

13. Clauſe to reiterat, and for a Wifes judicial Ratification, thus: And I bind &c. to reiterat thir preſents when ever required thereto, in favours of the ſaid *R*, and his foreſaids, or any others he pleaſes to nominate, keeping alwiſe the ſubſtance above-written. And laſtly I bind &c. to make and cauſe *W.* my Spouſe to ſubſcribe thir preſents, and als to compear judicially before any Judge &c. and there outwith my preſents Ratifie &c. and declare upon ſolemn Oath, that ſhe was no ways co-acted &c. but that the ſame is done of her own proper motive, will and for her good and Advantage, and that ſhe ſhall never quarrel or impung &c, or come in the contrair thereof, directly or &c. in Judgment or outwith &c. hereafter, &c.

Clauſes

Clauses in Bonds, Contracts of Marriage, Diſpoſitions and others with the Decisions of the Lords of Seſſion as to their import, taken from my Lord stairs two Volumns of Decisions,

A *Clauſe in a Bond*, whereby a Sum was payable to the Man and Wife the longeſt liver of them two and their Heirs, which failzieing to the mans Heirs, *was found* to conſtitut the Wife Liferenter only. and that ſhe ſhould not uplift the Sum, becauſe the Heir was not concurring, and was Infeft, and behoved to concur *December* 10 1661 *Kinroſs* contra the Laird of *Huntkill*.

A *Clauſe in a Bond* providing a Sum to a man aud his Wife, the longeſt liver of them two in Conjunct-fee, and the Bairns procreat betwixt them, which faillieing to two Bairns of his of a former Marriage, containing alſo a Precept for infefting the Spouſe and the Bairns of the Marriage, which failzieing the two Bairns *&c. was found* to conſtitut the Husband Fiar, the whole Bairns of that Marriage Heirs of Proviſion joyntly Male or Female, the two Bairns of the former Marriage Heirs ſubſtituta and that they behovad to be ſerved Heirs and

Infeft

Infeft, there being an Infeftment before, an that the Seasin *in quantum* to the two Bairn *nominatim*, tho Bairns of this Marriage should fail, was not valid. *January* 14. 1663 B contr *Nicolson*.

A *Clause in a Bond* bearing to pay the Sum to the Lender or his Brother, *was found* not t give ground to use Compensation againstth Brother, to exclude the Lender himself. *Fe* 14. 6663. *Robertson* contra *Bucquhannan*.

A *Clause in a Bond*, wher eby the Sum wa payable to a man and Wife in Conjunct-fecan to the Bairns of the Marriage, whereupon In feftment followed to the man and wife, w *found* not payable to the Wife, till all the Bairn equally Male or Female were served as Heir of Provision in the Annualrent, and Infe and Renounced. *January* 14, 1663. H contra *Morison*.

A *Clause in a Bond*, bearing a Sum payabl to man and Wife and their Heirs, bur not men tioning, which failzing *&c.* *was found* t give the Wife the Liferent and the half o the Stock, tho it bore no Annualrent, an she was the longest Liver. *June* 24, 166 *Scrimzeour* contra *Murrays*.

A *Clause in a Bond*, bearing Sums to b payed to a man and his his Wife and thei Heirs bearing Annualrent, though no Infeft ment followed, *was found* to give the Wife Heir

ey appeared not
Heirs no ſhare, ſeing the Mou t
to be hers, and was preſumed to be the mans
And he ſurviving did revoke the Subſtitution
as a Donation betwixt Man and Wife *June*
19 1667 *Johnſtoun* contra *Cunninghame.*

A Clauſe in a Bond, bearing a Sum borrow-
from Husband and Wife, and payable to the
longeſt Liver of them two in Conjunct-fee,
and to the Bairns betwixt them or their Aſſig-
neys, which faillieing to the Heirs and Aſſig-
nies of the laſt liver, *was found* to conſtitut
the Husband Fiar and the Wife Liferenter,
albeit ſhe was laſt Liver, and the Heirs by
the laſt Clauſe were but Heirs of Proviſion
to the Husband, in caſe the Heirs of the Mar-
riage Failled. *Jan.* 26. *Juſtice* contra *Barck-
ly* his Mother.

A Clauſe in a Bond, whereby a Woman
oblidgee her ſelf to enter Heir of Line to her
Father, and to reſign certain Lands in favours
of her ſelf and the Heirs of her Body, which
failling to the Heirs of her Father, and ob-
lidged her ſelf to do nothing contrare to that
Succeſſion, whereupon Inhibition was uſed
before her Marriage, *was found* effectual a-
gainſt her and her Husband whom ſhe marri-
ed thereafter, and diſponed the Lands to him
and his Heirs, as being a voluntar Deed
without equivalent Cauſe Onerous; Albeit
by the Bond of *Tailzie* the Heir of Proviſion
behoved

behoved to be Heir to the Woman her se
without discussing whether Deeds done fo
Causes onerous without Collusion would b
effectual against the said Heir of Provision. Ja
28 1686 *Binnie contra Binnie.*

A *Clause in a Bond* bearing a Sum payable t
two Brethren, or failing the one to the oth
being a mutual Substitution, *was found* n
jure accrescendi to belong to the Surviver, b
as Heir substitut to the deceasing witho
Children, yet so as not to be lyable in *solidu*
but *quoad valorem*, *July* 3. 1666. *Fleemi*
contra *Fleeming.*

A *Clause in a Bond*, bearing a Sum to b
lent by a Father for himself and as Admin
strator for his Son. but bearing that it w
the Sons own Money, not expressing how
from whom it came, *was found* to constit
the Son Fiar and the Father naked Liferent
Feb. 14. 1667 *Campbell* contra *Constantine.*

A *Clause in a Bond* of Provision to Childre
bearing that the portions of such as died u
married should return to the Heir, and the
should make no Assignation or Right in d
fraud of the Heir, *was found* to hinder pa
ment by the Heir of the principal Sum, b
not of the Annualrent: or of so much of t
Principal as was necessar for their Breedi
or Imployment. *July* 8. 1673. *Grahame* co
tra *Laird of Morphey.*

A *Clauſe in a Bond* ordering a mans Eſtate, conſiſting of Bonds thus, Obliging him and the Heirs Male of his Body, and that Heir Male, his Heirs or Executors not being of his Body, to reſtore his Eſtate to his Siſters, by his Fathers firſt Marriage, retaining only ſuch a Sum to themſelves; *Was found* not to be a Subſtitution, but a conditional Obligation effectual againſt the Heir-male, and of Line, and the Executor of the Son, and not being of his own Body, to reſtore the Eſtate, in ſo far as was extant at his death, and not conſumed by neceſſary and rational Deeds, not meerly gratuitous, or in defraud of the Fathers Bond of proviſion, albeit the neceſſary and rational Deeds were done by the Son in his Minority, *Decemb.* 15, 1677. *Nicolſon* contra *Nicolſon.*

A Clauſe in a Bond of Proviſion granted to two Daughters, that in caſe they died without Heirs of their own Body, it ſhould return, *was found* to make the ſame return, though they had granted mutual Aſſignations each to other, in caſe they had not Heirs of their own Body, which were found fraudulent, of purpoſe to exclude the Clauſe of return, albeit it made the Father or his Heirs, Heirs of proviſion to the Daughters, failling Heirs of their Bodies, and that the Term of Payment of the Bonds was paſt, ſeing Heirs

of provision need not fulfill, but may quar
fraudulent Deeds in prejudice of their Succ
sion, *Jan.* 31. 1679. *Drummond* con
Drummond of *Rickertoun*.

A Clause in a Bond, obliging to pay
Price of Wine according to the conditio
agreed on, *was found* to burden the Debit
to prove the Conditions, or to pay the co
mon Rate of Wine, but it was found p
bable by Witnesses, *July* 24. 1665. *Doug*
contra *Caran* and *Boswel*.

A Clause in a Bond to be comptable for t
Profits of an Office, and stating such a Par
Judge in case of difference, *was found* to
an effectual Submission, not only as to t
Subscriber, but as to the Accepter, and n
to terminat with a year; and to this effect
that person determined not, being require
or determined wrong, the Lords would he
and rectifie the Accompts themselves, *Feb.*
1663. *Boswel* contra *Lindsay*.

A Clause in a Bond to present a man Pris
ner in a Tolbooth to the Magistrats, there
to remain for fulfilling the will of the Lette
of Caption, *was found* not fulfilled by th
Parties coming to the Tolbooth the day an
hour appointed, seing he did not cause c
publickly, so as it might be heard throu
the Rooms of the Tolbooth with the Ca
tion, warranding the Magistrats to keep hi
Priso

Prisoner; But the Bond was not found to import further than the Party being once entered Prisoner by the Caption, and not to secure against posterior Escapes, but only against procuring and producing a Suspension when he offered himself Prisoner, *Feb.* 19. 1679. *Pitcur* contra *Dun.*

A Clause in a Bond obliging many Parties conjunctly and severally, without a Clause of Relief, *was found* to import mutual Relief *ex natura rei*, *June* 28. 1665. *Monteith* contra *Anderson.*

A Clause in a Bond obliging a Cautioner as Surety and full Debitor, *was found* to make the Cautioner lyable for the whole Sum, and not for the half only, though it bear not conjunctly and severally, *July* 5. 1665, *Dumbar* contra Earl of *Dundee.*

A Clause in a Back Bond, bearing an Assignation to be for the Assigneys Relief, and for Relief of Sums wherein the Cedents Wife was engaged, *was found* not to prefer the Assigneys relief *primo loco*, but proportionally both, and that the Wife tho she was safe by Exception, as Wifes might forbear that Defence, and yet return for proportional Relief: Here the Defence was specially known to the Assigney then as now, and was obvious, *July* 18. 1672. *Watson* contra *Bruce.*

A Clause destinating a Sum to be imployed

for the Purſuer and his Heirs on Infeftment was *found* heretable *quoad Creditorem*, and to exclude the Wife and Bairns, but *movable quoad Debitorem*, and payable out of his Movables *July* 22. 1662. *Naſmith* contra *Jaffr*

A Clauſe bearing to accept ſuch a Sum in caſe there were Bairns of the Marriage, was *found* to take place if there was a Bairn ſurviving the Mother, never ſo ſhortly, *Feb.* 1 1663. *Forſyth* contra *Paton*.

A Clauſe obliging a Father and his Heirs of the firſt Marriage, which failzeing, his other Heirs, to pay to the Bairns of the ſecond Marriage at ſuch an Age, ſuch Sums was found give no right to the Aſſigney of them who attained not to that Age, ſo ſoon as they would have been of the Age if they had lived But that it was *dies incertus qui pro conditione habetur*, and accreſced to the reſt, and the Heir of the firſt Marriage failing, never being entred Heir, the Heir of the ſecond Marriage had no ſhare as Heir of that Marriage but was excluded as Debitor in the Clause *Feb.* 17. 1675. *Edgar* contra *Edgar*.

A Clauſe providing a Tocher to the Husband and Wife, the longeſt liver of them two in *Conjunct-fee* and Liferent, and to their Bairns in Fee; *was found* not to conſtitute the Husband and Wife naked Liferenters, but to have power to alter the *Subſtitution*, ſeing there were

Bairns exſtant at that time, *December* 12. 665. *Pearſon* contra *Martine* and his Son.

A *Clauſe* obliging a Husband to Infeft himſelf and his Spouſe in *Conjunct-fee* and liferent, and the Bairns of the Marriage, *was found* to make all the Bairns Male and Female Co-Heirs by Proviſion, *February* 13. 1677. *Armagie* contra *Clerk* and *Alcorn*.

A *Clauſe* obliging to imploy a Sum to the Wife and the Bairns of the Marriage, *was found* effectual againſt the Husbands repreſentatives, being both his Heir and his Executor, but *primo loco* againſt him as Executor till the Movables were exhauſted, *June* 3. 1678. *Dickson* contra *Young*.

A *Clauſe* obliging a Party and his Heir-Male and all others ſucceeding to him, on this narrative, that his Heir-Male had the benefit of his Eſtate and the Heirs-Female excluded, *was found* to burden the Heir-male *primo loco*, and therefore behoved to be diſcuſt firſt, before the Executors could be lyable, *July* 22. 1662. *Anderſon* contra *Wauchop*.

A *Clauſe* that an Heir-male ſhould pay a ſum to an Heir-female out of Tenements, *was found* perſonally to oblige him to pay but only *quoad valorem* of the Tenements, and therefore time was allowed to diſpoſe thereon for that purpoſe, *Dec* 2. 1662. *Clerk* contra *Clerk*.

A

A *Clauſe* bearing ſuch a quantity to be t juſt value of certain Aikers, *was found* n to be drawn in conſequence to neceſſitate t ſame Party to accept the like quantity of oth Aikers lying Run-rig therewith, *Decemb.* 1 1662. Lo. *Balmerino* contra Town of Edi *burgh.*

A *Clauſe* obliging a Party to purchaſe Tranſlation to a Bond, bearing the Bond an Aſſignation to be retained by the Party ob liged, *was found* effectual without neceſſit to alledge that the Creditor offered the Bon and Aſſignation to frame the Tranſlation, ſe ing there was a determined time for perfor mance, betwixt and which the Party oblige ought to have required the Bond and Aſſig nation, but the Creditor was not obliged t require performance, or offer them, *July* 3 1673. *Seton* contra *Cragivar.*

A *Clauſe* referring to a Party what he ſhoul give for his entry to lands as ſingular ſucceſſor and to accept what he ſhould pleaſe to deter mine, *was found* not to import a meer ſubmiſ ſion to proceed according to Law, and to appoint a years Rent, but it was to his Arbi triment to what modification the Party pleaſ ed more, but one of the Lords was appoint ed to ſpeak with him as to the Modification, *July* 22. 1673. Lo. *Roſs* contra *Maxwell* of *Newark.*

A

A Clause in a Contract of Marriage, providing a Wife to the *Annualrent* of all Goods and Geir Movable and Immovable, *was found* to exclude her from her third of Movables, and that she should not both have the Liferent of the whole and a part of the Stock, *Dec.* 20. 1664. *Young* contra *Buchannan*.

A *Clause in a Contract of Marriage*, providing a Conjuncture to a Wife, with condition that she should restrict her self to so much as in favours of the Bairns, and that the *Superplus* should pertain to the Bairns for their Aliment; This Restriction *was found* not to be from the Father, but from gratuity of the Mother, the whole Joynture being no more than proportionable to the condition of the Parties, and so not to be in defraud of the Fathers Creditors, *Novem.* 16. 1665. *Watt* contra *Russel*.

A Clause in a Contract of Marriage, obliging the Husband and his Cautioner, that so soon as he should receive the Tocher from the Wifes Father, the same with so much more should be imployed for the Wifes Liferent use, *was found* valid against the Cautioner 40 years after the date of the Contract, without necessity to instruct that the Tocher was payed, seing it was the Husband and Cautioners fault that it was not demanded,

and

and now it cannot, becauſe Preſcription was run, *July.* 5. 1665. *Mackie* contra *Stuart.*

A *Clauſe in a Contract* of Marriage, whereby the Husband is obliged to take the *Conqueſt* to the future Spouſe in Conjunctfee, and the Heirs betwixt them, which failling, the Heirs of the Mans Body, which failling the Wifes Heirs whatſomever, *was found* not to conſtitute the Wife Fiar, upon the failling of the Heirs of the Mans Body, but the Huſband, *Feb.* 20. 1667. *Cranſtoun* contra *Wilkiſon.*

A *Clauſe in a ſecond Contract* of Marriage, that the Heirs of the Marriage ſhould have right to all Tacks acquired during the Marriage, *was found* to extend to a new Tack obtained of the Lands then poſſeſt by the Father, unleſs he had a Tack thereof before in Writ which if not expired, the new Tack would not be eſteemed Conqueſt if the new were given for the old, *July* 3. 1668. *Frazer* contra *Frazer.*

A *Clauſe in a Contract* of Marriage, providing all the Husbands Goods and Geir acquired during the Marriage to the Wife for her Liferent-uſe, *was found* to be with the Burden of the Husbands Debts, and only to be meant of free Geir, and not to exclude the Husbands Creditors at any time contracting, *December* 23. 1668. *Smith* contra *Muir.*

A *Clause in a Contract* of Marriage, whereby a Father disponed his whole Estate to his appearand Heir, with a power to take on more Debts, and burden the Estate with 18000 Merks for the Childrens Portions and other Affairs, and warranding the Lands disponed from his *Fact and Deed*: By Fact and Deed was only understood Dispositions and Rights to the Estate, and not prior Debts, unless he had disponed with the Burden of so much prior Debts, but here the faculty to superadd to the prior Debts was indefinite, and the super-addition was far within the faculty, Dec. 11. 1679. Creditors of *Monsval* contra the children of *Monsval*.

A *Clause in a Contract* of Marriage adding a Sum to a Daughter more than was provided in her Mothers Contract, providing she married with her Fathers consent, *was found* not to be null as contrary to the freedom of Marriage, but was found not due, she not having required her Fathers consent to the Marriage, albeit the Marriage was suitable, *Feb* 13. 1680. *Buchanan* contra Laird of *Buchanan*.

A *Clause in a Contract* of Marriage, that a part of the Tocher should return to the Father, *in case* his Daughter died without Bairns lawfully procreat of the Marriage, *was found* to infer the return, though the children were procreat and born, but died without issue before

before their Mother, *June* 18. 1680. *Oswald* contra *Boyd.*

A *Clause in a Contract* of Marriage, providing a Wife to her Liferent of all Lands, Annualrents, Goods and Geir *conquest* during the Marriage, *was found* not to extend to Bonds bearing date after the Marriage, unless the Relict proved that they were made up of Movables acquired during the Marriage, *July* 15. 1673. *Robson* contra *Robson.*

A *Clause in a Minut* of Contract of Marriage, providing if that there were no issue of children, the one half of the *conquest* during the Marriage should be disposed of as the Wife should think fit, *was found* to have place, albeit there was a child born of the Marriage, which died that same day he was born, *July* 27. 1676. E. *Dumfermling* contra E. *Callender.*

A *Clause in a Contract* of Marriage, of so many Chalders of Victual, *was found* to be meant of that place, and not the measure of *Lithgow*, though the common Standart of measure, *Feb.* 7. 1678. *Cleland* contra *Kirmid.*

A *Clause in a Contract* of Marriage, oblidging the Father to pay the Bairns Portions at the Age of 15 years, or Marriage, *was found* not to import payment thereof at the said Age, or Marriage, which of them should first

first happen, but that the Father or his Heir might detain the same after the said Age till their Marriage, Alimenting them in the mean time, but it was not determined whether in case they should never marry, the same was due to their Executors, *January* 21. 1679. *Stratons* contra *Louriſtoun*.

A *Clauſe of Conqueſt* in a Wifes Contract of Marriage, who was competently otherwiſe provided, *was found* to carry the Lands conqueſt, with the Burden of a Sum, which the Husband declared under his Hand to be a part of the Price, tho the same would not hold in the burdening Heirs of conqueſt, *Dec.* 20. 1665. La. *Kilbocko* contra L. of *Kilbocho*. This Sum was due to the Seller of the Lands and expreſt.

A Clauſe of Conqueſt providing the Goods to be conqueſt and acquired during the Marriage, to the children of that second Marriage, *was found* to be underſtood of the Goods as they were at the defuncts death, and that he might diſpoſe of, or burden them during his life at his pleaſure, and therefore a Bond granted to the children of the firſt Marriage, *was found* valid againſt the children of the ſecond Marriage, to affect the Goods acquired during that Marriage, *Feb.* 9. 1669. *Cowan* contra *Young*.

A Clauſe obliging to take the *Conqueſt* during the Marriage to the Heirs or Bairns of the Marriage, *was found* to make all the Bairns of the Marriage Heirs of Proviſion, but was found not to extend to Succeſſion of Rights, whereunto the Father ſucceeded as Heir during the Marriage, or to any Sums for the price or compoſition for ſuch Rights, if it was found probable by the Communers Oaths, the cauſe of the Bonds was for Lands to which the Father ſucceeded, although the Bond bare borrowed Money, *January* 24. 1678. *Stuart* conta *Stuart*.

A *Clauſe of Conqueſt* in a Contract of Marriage, by which the Husband was firſt obliged to imploy a Sum on Land or Annualrent, for the Wifes Liferent uſe, and alſo was obliged to provide the conqueſt during the Marriage for her Liferent, and having conqueſt, a Tenement exceeding the Annualrent of that Sum; *It was found*, That the ſaid Tenement could not be entirely carried by the clauſe of Conqueſt, but that the meaning of the clauſe was, in ſo far as the Husband ſhould conqueſs over and above the ſpecial Oblidgment, it ſhould be Liferented by the Wife, albeit he had a Tenement before the Marriage, which might have been burdened with the ſpecial Oblidgment, and albeit he gave an Infeftment to his Wife of the conqueſt Tene-

ment

ment in *Implement* of the clauſe of Conqueſt only, ſeing that Infeftment was reduced as on Death-bed, *January* 4. 1672. *Beatty* contra *Roxburgh*.

A clauſe of Conqueſt of all Lands purchaſed during the Marriage, *was found* to be with the burden of the Debts during the Marriage, and that whatever Lands belonged to the Huſband before the Marriage, that ſo much was not to be accounted Purchaſe as was equivalent to the Lands belonging to the Husband before the Marriage, but only the *ſuperplus*, *June* 27. 1676. E. *Dumfermling* contra E. of *Callender*.

A clauſe of Conqueſt, providing all Lands, Heretages, Goods and Geir that the Husband ſhould acquire during the Marriage, ſhould be taken to himſelf and his Wife in Conjunctfee, and the Heirs of the Marriage, *was found* not to hinder the Husband to diſpone for cauſes onerous, or other reaſonable conſiderations, and that a Bond to his ſecond Wife providing her to 600 Merks in Liferent, albeit the Marriage ſhould diſſolve within year and day, for to be a reaſonable conſideration, at leaſt ſo much thereof as the condition of the defunct might allow; but it being done on death-bed, it was only effectual as a Legacy to affect the deads part, and to be modified by the Lords, in caſe the condition of the de-

Estate and Children so required, *June* 16 1676. *Mitchels* contra *Littlejohns*.

A *clause of Conquest* of all Sums and Goods conquest during a second Marriage, *was found* to annull Bonds of Provision or universal Legacies, and the Son of the first Marriage had considerable Sums and a Land-Heretage, and the other Bairns of both Marriages were brought in equally, tho there was no such clause in the first Contract, but that hindred not the Father to give competent Provisions to his Bairns of the first Marriage, *June* 19. 1679. *Murrays* contra *Murrays*.

A *clause of Substitution* in a Contract of Marriage, providing the Sums conquest and to be conquest to the Man and Wife in Conjunctfee, and to the Heirs of the Marriage, which failling, the one half to his Heirs, and the other half to her Heirs, *was found* to constitute the Man Fiar of the whole, and the Wife but Liferenter, and her Heirs to be substitute to his Heirs; and there being no Issue of the Marriage, the Husband was not found obliged to imploy the Means he had in that Marriage, to himself in Liferent, & to the Heirs of the Marriage in Fee, but that he might provide the same to the Bairns of the second Marriage, *Dec.* 1. 1680. *Anderson* contra *Bruce*. And this was not found a fraudulent & meerly gratuitous Deed, *Dec*, 21. 1680. *inter eosdem*.

A

A *Clauſe of Subſtitution* in an univerſal Legacy, providing the Fathers free Goods to two Daughters, and failling of either of them to the other, the one dying; The Portion *was found* to accreſce to the other, without neceſſity of her confirming her deceaſt Siſters Teſtament *jure accreſcendi*, *Decemb.* 5. 1665. *Helen Hill* contra *Maxwell*.

A *clauſe of Subſtitution* in an Aſſignation to a Bond of 6000 Merks, whereof 4000 Merks to the Cedents eldeſt Son *Robert*, and 2000 Merks to *William* & *Janet* his youngeſt children, and in caſe of the eldeſt deceaſe, providing the other two to his part, *Janet* dying before *Robert*, and he alſo dying after without Iſſue, *Janets* Heir *was found* to ſucceed as Heir of Proviſion to *Robert* in her half of his part, though ſhe died before *Robert*, and the Clauſe did not ſubſtitute her and her Heirs, but only mentioned her ſelf, *Jan.* 5. 1670. *Innes* contra

A *clauſe of Subſtitution* in a Bond, whereby a Sum was payable to a Father, and after his deceaſe to a Daughter, *was found* to give her full Right after his death without Confirmation. *Feb.* 4. 1680. *Robertſon* contra *Preſtoun*.

A *Clauſe of Subſtitution* of a Sum to a Creditor and to the Heirs of his Body; which failling to belong to the Debitor himſelf being gratuitous

gratuitous without any onerous Cauſe, *found* not to hinder the Creditor to uplift t Sum, and to diſpoſe upon it at his pleaſur *November* 18. 1680 *Stark* contra *Kincaid*

A *Clauſe in a Diſpoſition* by a Father to h Son, reſerving a power to burden the Eſta with 40000 Merks to his remnant Childre *was found* not to be applicable to Children o a third Marriage, the Father the time of th Diſpoſition having a Wife younger than he though paſt Bairns bearing, and having re ſerved power to burden with a *Liferent* o another Wife, in which circumſtances rem nent children were ſo interpret, though o therwiſe it would extend to all children bor or unborn, *January* 3. 1679. *Gibſon* contr *Thomſon.*

A *clauſe in a Diſpoſition* by a Father want ing children to his Brother of all Goods an Sums the Diſponer ſhould happen to have a his deceaſe, with Warrandice from his ow Deed, *was found* not ambulatory as *donati mortis cauſa*, or as a Legacy, but was preferre to a poſterior Diſpoſition in the ſame term to his Wife, though firſt cled with Poſſeſſion but being conferred to the time of death, wa found not to exclude the Wife from he half, to fall to her by her Husbands death *January* 10. 1679. *Grant* contra *Grant.*

A *clauſe in a Diſpoſition* of Lands, bearing, That it ſhall not be leiſom to the Purchaſer to alienat the Lands during ſuch a mans life, and if he did in the contrair, to pay 1000 *lib.* for Damnage and *Intereſt*, *ex pacto convento*, was found not to be as a liquidat Penalty for the Expenſes of the Failzie, to be performed by and attour the principal Obligement, but reſolve into an alternative Obligement, *Feb.* 4. 1663. Laird of *Philorth* con. Lord *Frazer*.

A *clauſe diſponing Lands*, was found to carry the Miln, if the Lands were a Barony, or if the Miln were not expreſt in the Authors own Right, otherwiſe that it could not paſs as Part and Pertinent, *Feb.* 15. 1667. Counteſs of *Home* contra Tennents of *Old Cambuſs*, &c.

A *clauſe* in the diſpoſitive part of a *Charter*, *cum privilegio piſcandi in aqua*, &c. *was found* not to be a ſufficient Right of Salmond fiſhing, unleſs Salmond fiſhing had been thereby poſſeſt 40 years without Interruption, and ſo it is only a Title for Preſcription, *Feb.* 27. 1667. Earl of *Southesk* contra *Farlſhall*.

A *clauſe de non alienando*, otherwiſe the Contraveeners right ſhould be void, and the next Heir have place, being inſert in the original Charter and Seaſin *ad longum*, and alſo in the Heirs Retour and Seaſin, *was found* to annul the contraveeners Infeftment in favours of

the next Heir, and in consequence to ann the Rights of Appryſing from that Heir, *Fe* 26. 1662. Viſcount of *Stormount* contra Cr ditors of *Annandale*.

A *clauſe de non alienando* in a Diſpoſitio of Tailzie in common form, with this addi tion, that it ſhould be leiſum to the Fiar an Heirs of Tailzie, to ſell, diſpone or wodſ ſuch of the Lands *nominatim*, to affect o burden the ſame for payment and ſatisfactio of the diſponers Debt: This addition *n not found* to reſtrict the Fiar or Heirs of Tail zie to diſpone only ſo much of theſe Land as were ſufficient to pay the defuncts Debts the Clauſe not running in theſe terms, bu that they might diſpone the whole, ſo tha the diſponers Debt were payed therewith and needed not alle ge that the Debt was a great as the price they got, *Jan.* 20. 1669. Lady *Kilbirny* contra the Heirs of Tailzie Renewed *Feb.* 3. 1669. *inter eoſdem.*

A *clauſe de novo damus*, expreſſing Ward Non-entry, and a general clauſe *pro omni a lio jure*, was *found* not to extend to Marriage not being expreſt, and that it was paſt in Ex chequer in courſe, *July* 9. 1672. Lord *Hatton* contra Earl of *Northesk*.

A *clauſe de novo damus*, was *found* to ex tend to all Caſualities expreſt, but not to Marriage, though Ward and Relief were ex preſt,

preſt, and Marriage not expreſt, which doth not follow as implyed in Ward, as to the Gift of it, eſpecially being in that Charter the Marriage in the next clauſe before is taxed, and in this clauſe omitted, which ſeemed to be of purpoſe: This clauſe was alſo *found* to extend to Forfaulture, Recognition, or any defects of the right by the general clauſe, *July* 7. 1672. *inter eoſdem.*

A *clauſe Irritant* in a Reverſion being committed, *was found* not to be null, but to be reſtricted to the damnage of the granter, ſo that if the Wodſetter would give as much, or had offered the ſame before the Reverſer had cloſed Bargain with another, the clauſe Irritant would be ſuſtained, the Wodſetter paying in the *ſuperplus*, *Feb.* 12. 1667. Earl of *Tillibardine* contra *Murray* of *Auchtertyre.*

A *Clauſe Irritant* in a Back-bond after a Reverſion diſcharged, bearing, that by payment of ſuch Sums the acquirer ſhould denude himſelf, it being done within ſuch a time, and if not then done, to be null *ipſo facto* without Declarator, *was found* not to exclude redemption after that Term before Declarator, which was found neceſſary in this caſe, *Feb.* 12. 1667. *inter eoſdem.*

A *clauſe Irritant* of not payment of the Back-Tack Duty, *was found* not to be comprehended in that clauſe of the Act *Debitor* and

Creditor, *Nov.* 26. 1662. *Sawer* contra *Rutherford*.

A clause Irritant on non-payment of the Back-Tack-duty, *was found* valid, unless purged by payment at the Bar, *inter eosdem*.

A clause Irritant, bearing, that if two Terms run together in the third unpayed, the benefit of a restricted clause should be void and the whole restricted Right take place *was found* to be meant by the compleating and not the currency of the third Term only. *June* 19. 1673, D. *Geo. Smith* contra Earl of *Marischal*.

A *clause Irritant* in a Tack upon three years failzie of payment to the Exchequer, *was found* purgeable by payment *cum omni causa* at the Bar, where there was a probable ground of the Tacksmans singular Successor, supposing they were only lyable *pro rata*, *July* 14. 1675. Colledge of *Aberdeen* contra Earl of *Northesk*.

A clause Irritant in a Writ depositat, till such conditions were fulfilled, and bearing an Irritancy, if not fulfilled at such a Term *was found* not purgeable after such a Term, nor to need Declarator, as if it had been in a delivered Writ, *Feb.* 19. 1680. *Lutefoot* contra *Prestoun*.

A clause of Command, hunding out and retinhabition in a Spuilzie, *was found* not to be inferred

nferred by giving the Meſſenger the Precept of Poynding ſimply, but by ſending him and other Servants to a particular place *extra territorium*, which made the Poynding a Spuilzie, *Jan.* 9. 1663. *Maſon* contra *Hunter.*

A *clauſe conceived paſſivè*, the Contracters are underſtood obliged, though they do not *nominatim* oblige themſelves, *Feb.* 25. 1665. *Mowat* contra *Dunbar.*

A clauſe in a miſſive Letter, whereby the the Writer ſays, (I have ſent you ſuch a Sum, and you ſhall have as much ſo long as you live, if you carry your ſelf as you do now) being queſtioned as a Poſtſcript unſubſcribed, written with the Parties own Hand at his ſubſcription, *was not found null* on that ground; but it being alledged to import only a Reſolution, and not a Promiſe, and that the Parties behaviour ſhould only depend on the Writers opinion, without neceſſity to him to prove it *aliunde*, the *Lords* aſſoilzied, *July* 15. 1662. *Wachop* contra Laird of *Nidrie.*

A *clauſe in a miſſive Letter*, whereby three Parties oblige themſelves to pay ſuch Bills as the Bearer would draw for Cows that he ſhould buy for their uſe, he having drawn a Bill upon them or any of them, each of them *was found* lyable accordingly *in ſolidum*, *Dec.* 20. 1665. *Mackleod* contra *Young* and *Giffan.*

A *clauſe in a Tack* that if three years Du
ty run together unpayed, the Tack ſhoul
expire, and renuncing the ſame in that caſe
with a Bond bearing much Duty reſting, an
if it were not payed by ſuch a day, that th
Maſter of the Ground might enter in Poſſeſ
ſion of the Land and Cropt *brevi manu*, *wa*
found to exclude Ejection and Spuilzie by ſ
entring without Declarator, *Dec.* 19. 166
Dewar contra Counteſs of *Murray*.

A *clauſe in a Tack*, wherein the Tackſman
was to retain his Annualrent, or to pay th
Boll at 20 *Shilling* leſs then the Fiars at hi
option, *was* ſuſtained not as Uſury, o
contrary the Act *Debitor* and *Creditor*, *Nov*
23. 1664 *Scot* contra Laird of *Barefoord*.

A *clauſe in a Tack*, ſetting 14 Aikers o
Land preſently poſſeſt by the Tackſman, *wa*
found not to limite him to 14 Aikers of any
preſent Meaſure, ſeing he had poſſeſt ſtill ſince
the Tack theſe 30 years, albeit it was alledged
that beſide 14 Aikers, there were 6 Aikers ſe-
verally kenned, and poſſeſt by different per-
ſons before that Tack, *July* 19. 1667. *Dac*
contra *Kyle*.

A *clauſe in a Tack*, ſetting Lands under a
common deſignation, and bearing to compre-
hend ſo many meaſured Aikers, and ſo much
Victual for each Aiker, *was found* not to give
right to meaſure over again, or to remove the

Tennent

Tennent from any Aikers above that number, or to pay at that rate, the clause not being found taxative but designative, *Jan.* 31. 1679. *Rocheid* contra *Borthwick.*

A *clause in a Testament*, leaving a Legacy to a second Son in satisfaction of all could befal him by his Fathers decease, *was found* not to be in satisfaction of a Debt due by the Father to that Son, as having uplifted a Legacy left to him by his Mothers Father, both not being above a competent Provision by a Father in his condition to a Son, Dec. 16. 1668. *Winram* contra *Eleis.*

A *clause of Thirlage, omnium granorum crescentium solvendo multuras & knaveship solitas & consuetas, was found* to extend to bear, tho no Multure was payed of it since the Thirlage, being 30 years since, and that *soliti & consueti* did not extend to the kinds of Grain, the clause bearing *omnium granorum crescentium*, but to the quantity, and tho no use nor quantity was of Bear, not being thirled, the like before was found with the Meal, *July* 3. 1673. *Oliphant* contra *Oliphant.*

A *clause in an Assignation* by a Father to his Daughter, bearing a power to alter during his life, *was found* not to take effect by an Assignation to a third pary, who instantly granted a Back-bond, bearing, his Name was but in Trust to do Diligence, and obliging himself

to

to denude in favours of the Father, his Heir and Assigneys; but was not found to operate for the Fathers Heir, but for the Daughter his Assigney, *July* 16. 1667. *Scot* contra *Scot*.

A *clause of absolute Warrandice*, was ordained to be contained in Assignations of Bonds for an equivalent cause, as the price of Goods; and that it should bear expressly, not only that the Debts were due, but that the Debitor was *solvendo*, *June* 24. 1665. *Moffat* contra *Black*.

A *clause of Warrandice*, being absolute in an Assignation by a Creditor to a Cautioner, that he might get his relief, bearing (against all deadly, as Law will,) *was found* not to extend to the Debitors being *solvendo*, *June* 26. 1664. *Hay* contra *Nicolson*.

A *clause of Warrandice* in a Disposition, bearing, the seller holds Ward, that therefore he should warrand the Buyers, who were to hold Feu of him, and to relieve them of any Ward that should thereafter fall, which *was found* to be effectual against the sellers Heir, though denuded of the Superiority, and not to burden the present Superior, *July* 18. 1668. *Colquhoun* contra *Stuart* of *Barscub*.

Clauses of Warrandice in whatsoever terms conceived, *was found* to extend no further than the Sums payed out, and the Expenses of

of the party, *January* 26. 1669. *Boyl* of *Kelburn* contra *Wilkie*.

A Clauſe of abſolute Warrandice in an Aſſignation, with an Obligement to deliver the Bond aſſigned by ſuch a day under a Penalty, the Cedent failling to deliver till the Debitor become inſolvent, *was not found* lyable for the Sum, either as contraveening the Warrandice, or for Damnage and Intereſt, ſeing the Aſſignation bore the date of the Regiſtration, ſo that there was only modified a competent Expenſes for going to that place and for extracting thereof, *Jan.* 5. 1672. *Clunies* contra *Mackenzie*.

A Clauſe of Warrandice in an Aſſignation, bearing, that the Aſſignation ſhould be good, valid and effectual, *was found* not to import the reſponſality of the Debitor at that time, but that the Debt can be excluded by no exception either from the Fact of the Cedent or otherwiſe, *Nov.* 24. 1671. *Barclay* contra *Riddel*. This was adhered to, although the clauſe did bear, not only to warrand the Aſſignation but the Sums.

Clauſe of Warrandice from the Diſponers own Fact and Deed, and that the Sums were truely reſting and owing, *was found* to give recourſe, albeit the Sums remained due, ſeing they were not due to the Diſponer or his Cedent, though the clauſe did not bear expreſly

expreſly due to them, but recourſe was only granted for the Sums truely payed by the Purſuer; for here the Diſponer being Aſſigney, was neither in Failzie nor Fault, but the Cedent, *Febru.* 28. 1672. Earl of *Argile* contra Laird of *Aitoun.*

Clauſe of Warrandice in an Aſſignation, that the Debt was juſt and might be recovered, *was found* to import the ſolvency of the Debitor at that time, which was preſumed, & the Aſſigney having done Diligence for ſeveral years, Inſolvency during that time was ſuſtained, without being nottour Bankrupt the time of the Aſſignation, *Febr.* 7. 1678. *Stuart* contra *Melvill.*

III. *The* Lords of Seſſion *their Deciſions, as to the Solemnities of Writs brought in Debate before them, extracted from the foreſaid two Volumes.*

A *Clauſe in a Writ*, bearing a narrative as a Teſtament, and leaving ſuch a man Heir and Donator to ſuch Tenements, and aſſigning him to the Evidents, with power to him after return to recall, *was found* effectual, though not formal, to enforce his true Heir to perfect the ſame, *Jan.* 31. 1667. *Henryſon* contra *Henryſon.* And the being

being of the Writs in the Granters hand after his return, *was found* a ſufficient evidence of recalling it; but its coming back again in the hands of the ſaid Party, *was found* not ſufficeint to revive it; but the Lords ordained to inſtruct how they came by it, whether as dilivered back again by the Granter, or found among his Papers, *Nov.* 14. 1667. *inter eoſdem.*

A clauſe of Subſtitution upon the Margine of a Bond, contrary the Subſtitution in the Body, to wit, by the granter of the Bond himſelf, who expreſt that he had filled up the Date and Witneſſes, and mentioned not that he filled up the Marginal Note; and the Witneſſes inſert deponing, that they remembred not that they did ſee that Marginal Note, though Holograph, *was found* not to be of the date of the Bond, nor of any date before the granter thereof was on death bed, therefore on all theſe grounds joyntly, it *was found* null as to the Heir: (here the Parties had accorded,) *Feb.* 18. 1667. *Dury* contra *Gibſon.*

A Writ, viz. *a Bill of Exchange* by a Drover ſubſcribed only by a *Mark*, and another Hand writing ſuch a mans *Mark*; *the Lords* did not allow it as probative, but before Anſwer ordained the Writer and Witneſſes to be

be examined *ex officio*, *Feb.*26. 1662. *Brown* contra *Johnstoun* of *Clacharie*.

A Writ, viz. the said Bill of Exchange, subscribed only by a *Mark*, and not *Initial Letters*, was found to prove there being some Witnesses who deponed they saw the *Mark* put to, and others that the Party being a Drover-Merchant, was accustomed so to subscribe Bills of considerable Sums, which were ordinarly accepted and answered by him; but this being the first Writ sustained by a Mark, was only approven by all the circumstances, and not to be drawn in example, many of the Lords being contrary to the allowing this or any such, *Feb.* 1. 1669. *inter eosdem.*

A *Writ* was sustained, though *not delivered*, being in favours of the granters Son, tho a Bastard, *Feb.* 25. 1663. *Aikenhead* contra *Aikenhead.*

A Writ wanting *Witnesses designed*, was not sustained simply on Designation, being a very old Writ, without other Adminicles to astruct, seing the Improbation by such Witnesses being dead, was not competent, as in *re cenli*, *July* 15. 1664. *Colvill* contra Executors of Lord *Colvill.*

A Writ quarrelled as null, the Witnesses not being designed, *was not sustained*, unless living Witnesses were condescended on, or Adminicles

Adminicles to aſtruct the verity of the Debt, *Feb.* 3. 1665. *Falconer* contra Earl of *Kingborn.*

A *Writ* was not found null, as wanting Writer and Witneſſes inſert, being made *ſecundum conſuetudinem loci* in *Ireland*, *Feb.* 1. 1665. *Elphingſtoun* of *Selms* contra Lord *Rollo.*

A *Writ* wanting Witneſſes being offered to be proven Holograph, albeit it cannot inſtruct its own date, or that it was ſubſcribed before the Defunct was on death-bed, yet the alledgance on death-bed was not ſuſtained by way of Exception or Duply, *Jan.* 11. 1666. *Seton* contra *Dundas.*

A Writ being a Diſcharge by a Maſter to his Tennents, *was ſuſtained*, tho without Witneſſes and not Holograph, and without neceſſity to prove the truth of the Subſcription, in reſpect of the common cuſtom to take ſuch Diſcharges, *July* 4. 1667 *Schaw* con. Tennents.

A *Writ* being a Bond, *was found* not probative, having only the Clauſe of Regiſtration and Subſcription on the one ſide, and all the reſt on the other ſide with another Hand, unleſs it were aſtructed with other Evidents and Adminicles, *July* 16. 1667. *Hamilton* contra *Symontoun.*

A *Writ* ſubſcribed by *Nottars*, *was found null*, becauſe the Nottars Subſcription ſaid, that

that he subscribed for the Party, but bore not at his command, (*de mandato dicti*, &c. which was not allowed to be astructed by Witnesses insert, *July* 26. 1667. *Phillip* contra *Cheap*.

A *Writ* being a Bond subscribed with *Initial Letters*, were sustained, it being found proven the Debitor was so accustomed to subscribe, and there being three Witnesses and the Writer examined, whether *de fact* he subscribed the Bond, two affirmed and two denyed their Subscriptions; the Creditors Oath being taken *ex officio*, affirmed the truth of the Debitors Subscription, who being a person of good Fame and Credit, and no Improbation insisted in, the Bond was sustained, *Nov.* 16. 1667. Laird of *Culteraes* contra *Chapman*.

A *Writ* subscribed by a principal Party and certain Cautioners, bearing the Day, Place and Witnesses of their Subscription, and after the Witnesses Names, bearing as subscribed by another Party as Cautioner at blank, without any thing following either of the Date or Witnesses; the Bond was not sustained against that Cautioner, upon the Creditors condescending on the Date and Witnesses to be the same with these of the Principal and the other Cautioners; but the Lords *ex officio* ordained the Witnesses to be examined, whether they saw the Cautioner in question subscribe with

with the Principal and other Cautiones, reſerving to their own conſideration what the Teſtimonies ſhould operat, *Jan.* 24. 1668. Magiſtrats of contra E. of *Finlator.*

A Writ wanting Witneſſes being purſued on againſt the Subſcribers Heir, and being offered to be proven *Holograph*, he was admitted to alledge, though Holograph it could not prove it ſelf to be of the Date it bore, but was preſumed to be ſubſcribed *in lecto*, which was ſuſtained, being thus proponed without a Reduction, ſeing the Bond was not ſufficient of it ſelf, but needed Probation, and the alledgance of Death-bed was inſtantly verified by the preſumption of Law, that the Writ inſtructed not it ſelf to be before the Defuncts ſickneſs, *Nov.* 14. 1668. *Calderwood* contra *John Town.*

A *Writ* requiring two Nottars, ſubſcribed but by one, *was found* to be valid, if the verity of the Subſcription was proven by the Subſcribers Oath, and that it might not be reſiled from, but that the Oath might be taken in prejudice of an Aſſigney for an onerous cauſe, *Dec.* 18. 1668. *Swintoun* contra *Brown.*

A *Writ* being a *Tack*, was found null, as not being ſubſcribed by two Nottars, though it was ſubſcribed by one, and a Judicial Act of ratification thereof in a Baron-Court, which

which was not found to ſupply the want of the other Nottar, ſeing the firſt Nottar was Clerk of the ſame Court, and all was but one Aſſertion, *Decem.* 18 1668. *Swintoun* contra *Broun.*

A *Writ* was not found Probative, becauſe it was vitiat *in ſubſtantialibus*, by blotting and obduction of half a Line of it immediatly after the Term of Payment, which might have contained a condition, or words excluſive of the Bond, neither was Witneſſes admitted to adminiculat that the Writ at the time it was ſubſcribed was as now it is, *Nov.* 22. 1671. *Pittillo* contra *Forreſter.*

A Writ, viz. a *Bond of Proviſion* in favours of Bairns of a ſecond Marriage, *was found null*, and was reduced, becauſe it was ſubſcribed by two Nottars and but three Witneſſes, and remained latent undelivered or or regiſtrat in the Fathers Hands, who thereafter by Contract of Marriage of his eldeſt Son, diſponed his whole Eſtate, with reſervation of Liferents, and of a Proviſion to the eldeſt Son of the ſecond Marriage, without mention of theſe Bonds granted to the reſt, whereby the ſame were totally recalled, *Jan.* 5. 1672. *Jack* contra *Jack.*

A Writ, viz. a Bond *was found* valid for a great Sum, tho wanting Writer and Witneſſes Names, being done in *France* according

ing to the cuſtom there, whereby Bonds without Witneſſes inſert or ſubſcribing are valid, if the Subſcription be proven to be the Parties Hand-writ by compariſon of Letters and Witneſſes, *July* 5. 1673. Maſter of *Saltoun* contra Lord *Saltoun*.

Writs being Bonds of Proviſion, *were found valid* though not delivered by the Father, who granted the ſame, though they had no clauſe diſpenſing with the delivery, and ſome of the Bairns were *foris familiat*; but the Fathers recalling them, was not ſuſtained to be proven by Witneſſes, that he declared he would not burden his Heirs with theſe Bonds; but Witneſſes *ex officio* were examined, whether on death-bed he gave direction to his Wife to cancell theſe Bonds, *Nov*, 7. 1673. *Chiſholm* contra *Chiſholm*.

A Writ, viz. a Bond was ſuſtained, being written on two Sheets, the laſt whereof contained only the clauſe of Relief and Regiſtration, repeating the Names of the Principal and Cautioners, and ſubſcribed by them, tho the Margine was only ſubſcribed by the Principal as uſe is, albeit the Bond was old without payment of Annualrent, *Jan.* 14. 1674. *Ogilvie* contra Earl of *Finlator*.

A Writ being a Diſcharge by a Maſter to Tennents of Rent, *was found* probative by

his Subscription, not being Holograph, nor having Witnesses, *Nov.* 7. 1674. *Boyd* contra *Storie.*

A Writ was found valid, tho but containing one Witness, the Substantials thereof, with the Creditor, Sum and Term being written by the Debitors own Hand, *Jan.* 23. 1675. *Vans* contra *Malloch.*

A Writ was sustained, being subscribed but by one Notar, being a Factory made by a Stranger in *Holland*, where one Nottar does suffice, *Janua.* 11. 1676 *Paton* and *Mosman* contra *Pitcairn.*

A *Writ* without Witnesses, *was sustained* being a Tripartite Minut amongst Merchants dividing their Shares in a Bond granted for the price of Victual sold by them, and subscribed by the three Merchants as Parties *July* 19. 1676. *Forrest* contra *Veitch.*

A *Writ* was taken away by not delivery, as being among the Granters Writs when he died probable by Witnesses, *Feb.* 13. 1679. *Cathcart* contra Laird of *Corsclays.*

A *Writ* being an Accompt not Holograph and Subscribed, without Witnesses, not being betwixt Merchant and Merchant, or Merchant and Factor: The *Lords* inclined not to sustain it as Probative, though it contained small Articles for Furniture, not exceed-

in

ing 150 *lib.* betwixt two Brothers, but ordained the denyer to depone *de calumnia*, if it was his Subscription, *Dec.* 17. 1680. *Lockhart* contra *Lockhart*.

Consent was inferred, by subscribing as Witnes to a Writ on death-bed, to take away the Ireduction on death-bed, which the Witnesses could not but know, seing the sick man subscribed without importing his consent to the consents, as in other cases, *June* 25. 1663. *Stuart* contra *Stuart*. The like *July* 24. 1666. *Hamilton* contra *Haliburton*.

Consent of a *Dumb-man*, was not inferred by his Subscription of a Discharge given to his Sister, whereunto he put the Initial Letters of his Name, seing nothing was adduced to instruct that he knew what he did, *July* 19. 1663. *Hamilton* contra *Eskdale*.

A *Writ* by three persons to cause a Minor relieve a Sum, not being conjunctly and severally, *was found* not to oblige every one *in solidum*, as being for an individual Fact, but resulting in a divisible Sum, *July* 16. 1669. *Dennistoun* contra *Semple*.

A *Minut* disponing Lands with part and pertinent, *was found* to be extended so, as to express common Pasturage in a Muir possest therewith the time of the Bargain, *Feb.* 14. 1668. *Borthwick* contra Lo. *Borthwick*.

A *Writ*, a Teſtament beginning in the ordinary Style of a Teſtament, and then diſponing Lands, then a Blank wherein by another Hand and Ink, the Defuncts eldeſt daughter was named univerſal Legatrix and Executrix, but after all, the Movables were diſponed to the eldeſt Daughter; which Teſtament being quarrelled by Reduction, *was found* null as to the Diſpoſition of the Lands; and as to the nomination of the Legatar and Executor, the ſame was not ſuſtained, though filled up before the defuncts death, albeit it was offered to be proven by the Nottar and Witneſſes inſert, that the defunct gave Warrand ſo to fill it up; but it was ſuſtained as to the diſpoſition of the Movables as a Legacy, in ſo far as the defunct could legat, which may ſubſiſt, though the nomination of the Executor be wanting or void, *July* 13. 1670. Daughters of *Soutry* contra the eldeſt Daughter.

A *Writ*, *viz.* a Diſcharge by a Husband of a Sum payable by his Father to him and his Wife, and the Bairns of the Marriage, *was found* not to exclude the Wife to obtain the Sum imployed for her Liferent-uſe by the Debitor, ſeing ſhe ſigned not the Diſcharge, *Jan.* 21. 1680. *Caddel* contra *Raith.*

A *Writ*, *viz.* a Diſcharge, being general of all

all *Debts*, Sums of Money, Bonds, Obligations, Clags, Claims, for whatsoever cause, was found not to discharge a Contract for purchasing an Appryſing of Lands, and disponing the same with Warrandice, *Nov.* 19. 1680. *Dalgarno* contra Laird of *Tolquhon*.

A *Writ*, *viz.* a *Bill of Exchange* drawn upon more persons, and accepted by one without limitation, *was found* by the custom of Merchants to make him lyable for the whole Sum in the Bill, though it contained no clause conjunctly or severally, or the equivalent, *Jan.* 29. 1667. *Mackmorland* contra *Maxwel*.

A *Writ*, wherein a Cautioner being bound with the Principal as full Debitor conjunctly and severally, *was found* lyable for the whole Sum, though the Principal Party subscribed but by one Nottar, whereby he would be only lyable for 100 *lib.* *July* 8. 1680. *Johnstoun* contra Laird of *Romanno*.

Consent was not inferred by subscribing Witness, albeit the Body of the Bond bore, that he was to be Cautioner, and then Witnesses insert under that, unless it be proven by the Witnesses and Writer insert, that the Bond, was read to him before he subscribed, *July* 26. 1672. *Gordon* contra *Menzies*.

Consent

Consent by a Wife to a Minut of her Daughters Coutract, whereby her Husband disponed his whole Estate, with Reservation of his Liferent, but without Reservation of his Wifes Liferent, *was found* not to import her consent to the whole clauses of the Minut, to exclude her own Liferent, but only her consent to the Marriage, seing in the extended Contract of Marriage she is not consenter, *Jan.* 8. 1679. *Knox* contra *Arbuthnet* of *Knox*.

An Exposition or Dictionary of the most material Words in Charters, Seasins, and other Writs, used in *Latine*.

A.

Alba firma	Blench Farm.
Acra	an Aiker of Land.
Ædificium	a Building.
Ædilis	a Dean of Gild.
Aberbrothium	Town and Abbey of *Aberbrothock*
Abercornium	*Abercorn* Castle and Town.
Abredonia	Old *Aberdeen*.
Aberdonia	New *Aberdeen*.
Abrenethium	Town of *Abernethy*.
Abria	Countrey of *Loch-aber*.
Acta Publica	Books of Registers of Courts.
Acthanus	Great Thane above other Thanes
Alturnatus	an Atturney Procurat. or Agent
Adjudicatio	Adjudication.
Adjudicator	a Dempster.
Agnatus	a Kins-man by the Fathers side.
Annus redditus	Annualrent.
Armiger	a Gentleman or Esquire.
Ayra	Town of Air.
Ager Starlinenſis	Stirling-Shire.
Ai Aſtium	Town of Eye-mouth.
Album Fanum	White-kirk.
Alga	Sea-wrack, Wair, Tangle.
Alloa	Town and Castle of *Alloway*.
Annandia	Stewartry of *Annandale*.
Annandiss	*Annan* River.
Almo	*Almond* Water.
Anguſia	Shire of *Angus*.
Apoleſig	the Lords of the Articles.
Argathelia	Shire of *Argile*.
Aſylum	a Girth or Sanctuary.
Athelia	Shire of *Athole*.
Ægidius Ægidia	St. *Giles* a famous *Scots* Saint.

Annua

Æmona *Inch-Colme*, or St. *Colms Inch*.
Ægidius Fanum St. *Giles* Kirk at *Edinburgh*.
Apud at such a place.
Appretiatio an Appraising.
Aprilis the Month of *April* 30 days.
Apothecarius an Apothecary.
Archidecanus an Arch-Dean.
Archiepiscopus an Arch-Bishop.
Arrendator a Tack-setter.
Arrendatarius a Tacks-man.
Assedatio a Tack.
Aucupatio Fowling.
Assisa an Assize.
Aliamentum an Eatment.
Avisamentum Advice.
Alienatio Alienation or Selling.
Assignatio Assignation.
Australis Southward, or Southern.
Avena, Oats.
Avenarium, an Oaten Field.
Avenulæ, small Oats,
Avenaria farina, Oaten Meal.
Æratius, A Copper-smith.
Acicularius, a Pin-maker.
Augustus, *Augusti*, the Month of *August* of 31 days.

B.

Ala a little Island near *Mull*,
Badenacha the country of *Badenoch* in (*Aberdeenshire*)
Balconium Balcomy Castle in *Fife*.
Balena a Whale-Fish.
Ballivus a Baillie.
Ballivatus a Bailliary.
Blanca Firma Blench-farm
Bannitus one at the Horn, an Out-Law (*Fugitive*)
Baronia the Barony of *Renfrew*.
Baro a Baron.
Baronissa a Baroness.
Baronetus a Baronet
Bastardus a Bastard.
Bastardium Bastardy
Bassa The Island of *Bass*.

Gallus, a Peck
Bertha, Perth or *St. Johnstoun*:
Berubium, Dunsbeck or Dunsbiehead:
Blackneſſum, Blackneſs-Caſtle:
Blara, *Blarum*, Vally in Athole, and Caſtle of Blair:
Bervicum, Berwick on Tweed:
Beneficiarius, a Vaſſal holding his Lands of an over Lord:
Braid-Albin, The Countrey of Broad-Albin:
Brechina, The Town of Brechen:
Britannia, The Iſland of Great-Britain:
Britanno-dunum, Dumbartoun Town and Caſtle:
Brechtia, Brochty-Caſtle in Angus:
Braſina, A Kiln for drying of Corn:
Braſium, Malt:
Brewenum, a Brewer of Liquor:
Brewrium, Brewing of Ale:
Bluiduitæ, Injuries of Blood and Fines thereof:
Breviarum Contractus, A Minut of contract:
Brevi-manu, At our Hands without Proceſs:
Burgum, A Burgh:
Burgenſis, A Burgeſs:
Bolla, A Boll of Meaſure:
Borealis, On the North-ſide:
Bulla, A Bull or Bill:
Bovata-terræ, An Oxen-gate of Land:
Bandæ, Bounds or Nartches:
Bibliopola, A Stationer or Book-binder:
Byrſeus, A Tanner.

C.

Caduceator, A Herauld or Macer:
Caldera, Calder or Cader in Mid Lothian:
Caledonia, all that Countrey from Aberdeen to Cumberland:
Caledonium, or *Caledoniorum oppidum*, Dunkel, or Dunkelden in (Perthſhire:
Calſo, the Town of Kelſo on Tweed:
Camis kennethum, Abby of Cambus-kenneth:
Caſſiſſa, Earl of Caſſils chief Houſe in Carrick:
Carta, a Charter:
Caſualitas, Caſualities:
Cana, Kaines:
Caſtomæ, Cuſtomes:
Conjuncta in feodatio, a Conjunctfee:
Contra omnes mortales, againſt all deadly:

Conjunctim & divisim, Conjunctly and severally:
Capella Regia, The Kings chancellary:
Cancellarius, The Chancellor:
Cancellare, To blot out, or destroy a Paper:
Capitulum, A Chapter:
Capitulariter congregati, Chapterly conveened:
Capellania, A Chaplainry,
Capellanus, A Chaplain.
Carcer Piscalis, A Fish-Cruive:
Carbonarius, A Collier:
Carbonaria, A Coal-heugh:
Clausura sive Area, A Closs or Court:
Clausula, A Clause in a Writ:
Canon Annuus, A Rental:
Carnuata terræ, A Pleugh of Land:
Carrus, a Cart:
Claviger, a Macer:
Cerva, A Hinde:
Cervus, An Hart:
Cedens, An Assigner:
Cessionarius, An Assigney:
Clericus, A Clerk:
Croftæ, Crofts of Land:
Comes, A Earl:
Comitissa, A Countess:
Comitatus, An Earldom; or Sheriffdom:
Cornuationis litera, Letters of Horning:
Consanguinus, A Cousin of Blood:
Cognatus, Of Kin by the Mother-side:
Coila, The Bailliary of Kyle
Collegium Judicum, The Colledge of Justice, or Session:
Colressa, Culross:
Colla A great Island near Mull:
Comes-stabuli, High Constable in Scotland:
Comitiæ, A General Meeting, Parliament, or in Burgh:
Comitium, Parliament-House, or Town-Council-House:
Concilium ordinum, A Convocation of Estates, Parliament, or Council
Concentus, A Meeting together to a Court, or Convention:
Conventus Juridicus, A Sheriff-Court.
Conventus Prætectus, A Sheriff:
Conventus Publicus, A Parliament:
Corstorphinum, Corstorphine near Edinburgh:
Sanctæ Crucis Cœnobium, Abby of Holy-rood-house at Edinburgh:
Columbarium,

Columbarium, A Dove-Coat, or Dove-House.
Cuniculatium, A Cuningare.
Curia, A Court.
Curio, A Curat of a Parish-Kirk.
Curiarum exitus, Fines and other Court-dues.
Curiarius, A Currier.
Chirurgicus, A Barber-Chirurgeon.
Chirurgus, A Chirurgeon.
Coquus, A Cook.
Cutellarius, A Cutler.
Chirothecarius, A Glover.
Cupra, 1. Cowper the Shire Town of Fife. 2. An Abbey in Angus.
Cunigamia, Cuninghame, a Bailliary near Air.
Cambellus, Campbell.
Carnagius, Carnagie.
Carnoffensis, Carnock in Stirling-shire.
Carthusianus ordo, The Charter-house Monks.

D.

Dalkethum, The Town of Dalkeith.
Data datum, Given or dated such a Day.
Dea, The River Dee, 1. In Galloway. 2. In Mar.
Decanus, A Dean, also a Deacon of Trade.
Decanus Gildæ, A Dean of Gild.
December Decembris, The Month of December 31 Days.
Diaconus, a Church-Deacon.
Dei donum, Dundee Town.
Deputatus, A Deput.
Decimæ, Teinds or Tenths.
Denarius, We use it for a Penny *Scots*.
Decimæ garbales, Teind-Sheaves or Teinds of Corn.
Diræ Ecclesiasticæ, Excommunication.
Diræ Pontificæ, The Popes Excommunication.
Diploma Pontificis, The Popes Bull or Letters Patents.
Disclamatio, Disclamation.
Deservitus tanquam hæres, Served as Heir.
Demanda, A Demand.
Distringere, To Poynd and Distrenzie.
Divaria, Duties of Lands and Holdings.
Dona, The River Don rising in Strath-Don.
Dominus, A Lord.
Dominium, A Lordship.
Domina, A Lady.

Domicilium

Domicilium, A Mans Dwelling-House.
Domus, A House
Dorcas, a Roe-buck.
Dominus Andr. de &c. Eques, Sir Andrew of, &c. Knight.
Dux, A Duke.
Ducissa, A Dutchess.
Ducatus, A Dukedome.
Driburgum, Dryburgh-Abbay in Teviotdale.
Drumfrisium, Drumfreis chief Town in Nithsdale.
Drumlanric, Drumlanrig-Castle.
Duglassia, Dowglass-dale and Castle.
Duglassus, Dowglass-water.
Duglassius, Sirname of Dowglass.
Dumblanum, Dumblane.
Dumbarum, Dumbar-Castle and Town.
Duncalain, Dunkelden above St. Johnstoun.
Duni paris, Two little Hills on Caron-Water.
Dunglassam, Dunglass-castle.
Dunsinanus Mons. The Hill Dunsinnan near Cowper in Angus.
Dunsum, The Town Duns in Mers.
Dunum fermini, Dumfermling-Town.
Dalhousius, Dalhousie.
Dicksonius, Dickson Sirname.
Dirlingtonius, Dirletoun.
Donaldus Donald.
Donaldina familia, Family of Donald.
Dumbarus & Dumbarius, Sirname of Dumbar.
Dromundus Drumenius, Drummond Sirname.
Dolarius, A Cowper.
Dolarius Vinarius, A Wine-Cowper.

E.

EBbe *Promentorum*, St. Ebbs Head on the Mouth of Forth.
Edinburgum & Edinum, The City of Edinburgh.
Eglingtonia Comes, Earl of Eglintoun.
Elgina vel Elginum potius, Town of Elgin in Murray-shire.
Envergoria, Envergoury in Carss of Gowrie.
Enverlothia, Inverlochy on the Mouth of Lochty.
Eskia, The Shire and Country of Eskdale.
Eubonia, The Isle of Man betwixt *Ireland* and *Scotland*.
Evia, The Country of Ewsdale.
Evonia & Evonium, The Castle of Dunstafnage in Lorn.
Ebba, St Ebbe, Abbattess of Coldinghame-Nunnery.
Elphinstonius, Elphingstoun-Castle in Lothian.

Eltemosinaria

Eleemoſynarius, Almoner, Diſtributer of Alms;
Emphiteuſis, Feu-ſarm.
Eſcheta vitalis, Liferent-Eſcheat,
Eſcheta ſimplex, Single-Eſcheat.
Eviction, Eviction or away taking by Law.
Eques aurata periſcelidis, A Knight of the Garter.
Eques auratus vel miles, An common Knight.
Equus, An Horſe.
Excambio, Excamblon or Exchange of Lands.
Exciſa, Excile or Duty of any thing.
Exitus terræ, Rents and Profits of Lands.
Extentus novus & antiquus, The old and new extent.
Ephippiarius, A Sadler.

F.

FÆ ialis, a Lyon-Herauld or Meſſenger.
Falaum fanum, Falaw or Falaw-Kirk.
Falcolandia, Falkland in Fife.
Fanum Andreæ, St. Andrews in Fife.
Fanum Miniani, St. Minnans-Kirk in Fife.
Fanum Niniani, St. Ninians-Kirk near Stirling.
Fanum Reguli, Chappel and Steeple of St. Rule in St. Andrews.
Fabulum, Fodder.
Fabalria & Fabriſis. A Smiths Smithy or Smiddies.
Faber lignarius, A Wright that works in Timber.
Faber ferrarius, A Smith that works in Iron.
Faber aurarius, A Gold-ſmith.
Faber æratius, A Copper ſmith.
Faber figulus, A Potter, maker of Earthen-veſſels.
Faber bombardicus. A Gun-ſmith.
Februarius Februarii, Month of *February* 28 Days.
Fermelinodunum, Dumfermling in Fife.
Fethercarnia, Fettercairn Town in Mearns.
Fiſa, The Shire of Fife betwixt Forth and Tay.
Finus, Loce-fine in Argile.
Fiſcus, The Kings Theſaury or Exchequer.
Feudum, ſeudum or *feodum*, Heretable-fee or Heretage and Property of Lands.
Feudi-firma, A Feu-ſarm.
Forreſſia, Town of Forres in Murray.
Forreſtia, Country of the Forreſt betwixt Mid-Lothian and Tiviotdale.
Fortha, The River of Forth riſing above Stirling, ending at Ebbs-head.

Falco,

Falconarius, Falconer, a flourishing Name in Mearns.
Fergusius, The first King and Founder of the *Scots* Monarchy.
Finelaus, Finlay.
Flaminius, Fleming.
Forbesius, Forbes.
Fraserius, Frazer or Frissel.
Forestarius, Forrester or Foster.
Firmarius, A Farmer or Mall-payer.
Feria & feriatus, The Vacance time without Courts.
Farina avenatica, Oat-Meal.
Ferri fodini, Iron-Mines.
Festum Paschatis, Pasch or Easter, a Movable Feast.
Festum Pentecostum, Whitsunday, a Movable Feast.
Festum Sancti Martini, Martinmas, a Fixed Feast.
Forestarius, A Forester or Keeper of a Wood.
Foresta, An large Wood.
Foris factum, An Unlaw or Amerciament.
Foris familiari, Forisfamiliat, put forth of the Family.
Fortalitium, A Fortalice, Castle or Tower.
Fossa & furca, Pit and Gallows.
Furca & sanguis, Hanging and Heading.
Forum, The Mercat-place or Court.
Ferri faber, A Black-smith.
Fera, A wild Beast.
Ferina, Venison.
Fænum, Hay.

G.

Allovidia, The Country of Galloway.
Gariochia, Garioch in Aberdeen-shire.
Garvia, Inchgarvie betwixt the Ferries in Forth.
Glammis, The Castle of Glames.
Glasgua, Glasgow a City on Clyde.
Glasguensis Præfectura, The Regality or Barony of Glasgow.
Glen-Esca, The Lordship of Glenesk in Angus.
Glencarnia, The Lordship of Glencairn.
Goria, The Country of Gowry in Perthshire.
Galbrethus, Galbreath, a Lenox Sirname.
Galovidius, Galloway Sirname.
Gallovidianus, The Lord Galloway.
Gilchristus, Gilchrist or Kil-christ.
Gillespicus, Gillespick or Gillespie.
Gilpatricius, Gilpatrick or Kilpatrick-town.
Glamisius vel Glamus, Lord Glames.

Gordonij

Gordonus, Gordon.
Graius, Gray.
Gramus, Graame, Grahame or Gream.
Garbæ, Sheaves of Corn.
Guera, War.
Geniſta, Whins and Broom,
Gleba, A Miniſters Gleib of Land.
Gilda, An Society and Company of Merchants.
Gemmarius, A Jeweller.
Gyplator, A Plaiſterer.

H.

Hadina, The Town of Haddingtoun.
Hamiltonum, The Palace and Town of Hamiltoun.
Hebridæ, The general name of the Weſtern Iſles.
Hermitagium, Caſtle of Hermitage in Liddiſdale.
Hibernia Kingdom of *Ireland*.
Huntilæi Comes, Earl of Huntley.
Haius, Siruame of Hay.
Hamiltonius, Sirname of Hamilton.
Hepburnus, Sirname of Hepburn.
Heriotus, Sirname of Heriot.
Hida terræ. A Plough of Land.
Herezelda Heregelda, A Herezeld or beſt aught Ox or Cow, &c. (belonging to the Superior.
Hueſium, Hue and Cry.
Husbandia, A Husband-Land, *viz.* 6 Aikers.
Homagium, A Duty by the Vaſſal to his Superior.
Heroina, A Lady.
Horologiorius, A Clock-maker.
Hippolanus. A Horſe-Courſer,
Hordearius, A Malt-man.

I.

Januarius Januarij, The Month of *January* of 31 Days.
Jedburgum, Jedburgh chief Town of Teviotdale.
Jedda, River of Jedd.
Ila, The great Iſland betwixt Kintire and Ireland.
Inſulæ Cæruleæ, Blew Gray Iſland near Mull.
Inſula Columbi Icolumkill Iſle near Hariſe.
Inſula Eccleſiæ, Church iſland in Loch-Tarbet.
Inſula Equorum, Horſe Iſland, 1. In Lochaber, 2. Lochabeyan.
Inſula magna, Three of that Name Weſtern.
Inſula Regia, Kings Iſland in Loch-Tarbat.

Inſula

Insula Sacerdotum, Clergies Island in Lochbream of Ross.
Insula saxi, Roch Island near Leesmore.
Insula Textoris, Weavers Island near Ila.
Intestabilis, A man infamous for Infidelity and Perjury, &c.
Jona, Now called Icolumb-kill near Mull.
Irvinus, Water of Irvine falling into Clyde.
Judices, Judges or Assizers or Inquest.
Inquisitio, An Inquest for serving one Heir.
Infestamentum, Infestment.
Inhibitio, An Inhibition.
Interdictio, An Interdiction.
Intromissio Intromission with Rents or Sums.
Intromissarius, Intromissatrix.
Impositio, Imposition.
Indelate, Without delay.
Infundibulum, A Miln-happer.
Jura The great barren Island of Jura.
Jus Canonicum, The Canon or Church Law.
Jus Regale, The Right of Regality, &c.
Insulanus, The Lord of the Isles.
Johnstonus, Johnstoun, Earl of Annandale chief.
In cujus rei testimonium, In testimony of which thing.
Junius Junii, The Month of *June* of 30 Days.
Julius Julii, The Month of *July* of 31 Days.

K.

KEnnus, River Kenn in Galloway.
Kerniburga major & minor, Two Islands near Mull.
Kethia, Inch Keith betwixt Leith and Kinghorn.
Kildrumia, Kildrummy-Castle in Marr.
Kingornium, Kinghorn a Burgh-Royal in Fife.
Kinlossum, Abbay of Kinloss in Murray.
Kinrossiana, Kinross-shire.
Kinrossum, Town of Kinross.
Kinteria, Kintyre-Country belonging to the Earl of Argile.
Kennedus, Kennedy Earl Cassils chief.
Kethus, Keith Earl Marischal chief.
Kirkadius, Kirkaldy, Laird of Grange in Fife chief.
Knoxius, Knox.

L.

LAtitudo *Latitudinis*, Breadth, Longitude, Length.
Lamirii montis, Lamermoor-Hills.
Lanercum, Lanerick chief Town of Clydsdale.

Langpis

Langopus, Langhope or Langhome in Eusdale.
Langtonium, Langtoun in the Merss.
Lapidarius, A Mason or digger of Stones.
Lapicidinæ, Quarries of Lime-stone.
Lapis & Cola, Stone and Lime.
Lator, A Bearer of Commission or Rights.
Levare, To uplift Rents, &c.
Lauder Lauderum, Town of Lauder.
Lauderia, Bailliary of Lauderdale.
Laxa, An Island near Lewes.
Leogus, The Island Lewes and Hanise 60 Miles long.
Letha, The Water of Leith rising in Pentland-hills.
Letha, The Town of Leith.
Lethingtonium, Lethingtoun near Haddingtoun.
Levina, The Shire of Lennox.
Levinus lacus, Loch-Levin in Fife.
Levinus Amnis, River of Levin rising in Loch-lamond.
Lidalia, Liddisdale on the South Border.
Lidalus, Lidell-Water rising near Jed.
Limitis præfectus, A keeper of the Marches.
Limnachus, The Town of Linlithgow.
Lindilla, Island Linadell Isle near Isle of Sky.
Linga, Three Islands of the Name near Lewes & Zetland.
Linto, Town and Bridge of Lintoun.
Lismora, Leesmore a large Island near Lorn.
Listo Kirk-Liston dividing Mid and West Lothian.
Lominius, Loch-Lomond in Lenox 24 Miles long.
Lorestonium, Lauristoun-Castle in Merns.
Lorna, Country of Lorn betwixt Argile and Lochaber.
Lothiana, Country of Louthian.
Lussus, River Luis in Galloway in and out.
Liber introitus & exitus, Free Ish and Entry.
Licentia Eligendi, A Congee d'Estir, Licence of electing
Librata terræ, A Pound Land.
Libere Adverb: Freely, frankly.
Liber, a Pound, or 20 Shilling *Scots*.
Locus habitationis, A Dwelling place.
Locum tenens, A Lieutenant.
Lauderus, Sirname of Lauder.
Leon, Lyon Earl of Kinghorn chief.
Lermonthius, Lermonth Baron of Balcomy chief.
Leslius, Sirname of Lesly.
Levistonius, Levingstone E. of Lithgow chief.

L7, A borrowed Word prefix'd to Words which cannot be fitly expreſs'd without.

M.

Mabanum, The Town of Loch-Maban.
Mabanus, The Loch of Loch-Maban.
Malvillium, Melvill-Caſtle near Dalkeith.
Marcia, The Country of Merſs.
Mare Deucaledoneum, Weſt-Sea from Ireland to Orkney.
Mare Hibernicum, Iriſh-Sea betwixt Ireland and Britain.
Mare Scoticum, The Scots-Sea, or Mouth of Forth.
Marria, The Country of Marr.
Martius Martii, The Month of *March* of 31 Days.
Maufatum, The Town of Moffat in Annandale.
Macantotius, Macintoſh Sirname.
Macclodius, Maccland or Maccleod.
Macdonaldus, Macdonald.
Matduffus, Macduff Clan.
Matlellanus, Maclellan.
Macrobertus Struanus. Stroüan Robertſon.
Macrorius, Macrory.
Malvillus, Melvill or Melvin.
Marcia Comes, Earl of March.
Marrius, Earl of Marr.
Martialis Comes, Earl of Mariſchal.
Marca, A Mark of Money, 13 *ſh.* 4 *d.* Scots.
Maritatus, Married or the Husband.
Marchio, A Marqueſs.
Marchioniſſa, A Marchioneſs or Lady Marqueſs.
Marchionatus, A Marquiſſat.
Maritagium, Marriage or Tocher-good.
Maritagium hæredis, Marriage of the Heir.
Maveſii, Mariſhes.
Manerium, Lands laboured with Hand-work, Maines.
Maneri locus, A Mannor-Place.
Manſus, Manſe or Houſe for a Miniſter.
Marcheta Mulieris, The firſt Night of the Bride, or that which is paved to the Superior in lieu thereof.
Magnum ſigillum, The Great Seal.
Mefanius, Meffen or Methven.
Menenſius, Menetes or Meinzes.
Mentethus, Menteith or Monteith.
Meta, A Merch or Meith of Lands.
Mercata terræ, A Merk-Land.

Mitſuagium,

Meſſuaginm, A Meſſuage or Barons Principal Houſe.
Mercator, A Merchant.
Menſis, A Month.
Miles, A Knight.
Mira, A Moor.
Miratem, A Moſs.
Mungomerius, Montgomery.
Monachæ, Nuns.
Monachus, A Monk.
Monros, Monro.
Muravia, Murrayland.
Muravius, Murray.
Murravus, Earl of Murray.
Mortonius, Morton Earl of Morton.
Morus, Moor Sirname.
Monaſterium, A Monaſtery.
Metalli ductor, A Founder.
Mons Roſarum, Monroſs.

Nt

Narnia, The Sheriffdom of Nairn.
Narnis, The Town of Nairn.
Narnus, The River Nairn dividing Strath-Nairn.
Navarchus, The Maſter, Skipper or Pilot of a Ship.
Navernia, The Country of Strath-Navern.
Navernus, The River Navern.
Neobottellum, Newbottle on South-Esk near Dalkeith.
Neſſus, River Neſs, alſo Loch-Neſs.
Nithia, Nithſdale betwixt Galloway and Annandale.
Nithus, The River Nith riſing in Kyle.
Nametionis literæ, Letters of Poynding.
Namare, To Poynd.
Namus, A Poynd.
Non-introitus, Non-entry.
Nuncius ad Arma, A Meſſenger at Arms.
Nullita, A Nullity.
Navegus, A Ship-Carpenter.

O:

Occa, An Harrow for tilled Land.
Occidens Occidentis, The Sun-ſet or Weſt.
Occidentalis, belonging to the Weſt.
Oriens Orientis, The Eaſt.
Orientalis, Belonging to the Eaſt.

Oc

Ocell-montes, The Ocel-hills in Pearth-shire.
Officialis, An Officer Judge, Magistrate
Officina, A shop or Work-house.
Officium Officii, Office, Duty, Homage.
Octobet Octobris, The Month of *October* 31 Days.
Orcades, The Orkney-Islands, in number 28.
Ordines, The three Estates of *Scotland*, Lords, Barons, Burgesses.
Ormistonius, Laird of Ormistoun in East-Lothian.
Ogilvius, The Sirname of Ogilvy.
Onus oneris, A Burden, Charge.
Onerosus. Burdens, Chargeable.
Ornis tes vel ithas, A Bird or Hen.
Obreptio, Obtaining a thing by Dissimulation.

P.

Parochia vel Paracia, A Parish of christians.
Pasletum, The Town and Abbay of Pasley.
Patronus Advocat, Protector, a Master, &c.
Particata terræ, A Rood of Land, in Burgh 21 Foot, out 6 Ells.
Patria Assisa. An Assise or Inquest of Country-men.
Placitum, Pley, Contention in Law.
Planum. Plain or Valley Ground.
Pecca, A Peck of Measure.
Petia terræ, A Piece of Ground.
Peraria, A Place where Peirs are digg'd.
Pictica fretum, The Firth between Caithnes and Orkney.
Pictolandini montes, Pictland or Pentland-Hills near Edinburgh.
Piscium esculæ, A Fish Boat.
Piscina, A Fish Pond.
Pinsor pistor vel Panifex, A Baxter.
Pictor, A Painter.
Pictor dulciarius, A Confectioner.
Pectinarius, A Comb Maker.
Piscarius, A Fish Monger or Fish Seller.
Pellicator, A Furrier.
Pandochens, An Inn Keeper.
Pellio, A Lether-Seller.
Pileo, A Hat-Maker.
Plumbarius, A Plumber.
Pullarius, A Poulterer.
Princeps, A Prince.
Principissa, A Princess.
Pratum, A Meddow.
Præmonitio, Premonition or Forewarning.

Præpos-

Præpositus, A Provoſt of a Burgh.
Prætorium, A Court-Place.
Præfectura Juridica The Office of a Sheriff.
Præfectus Conventus vel Juridicus, A Sheriff.
Præfectus Arcis, A Captain of a Caſtle.
Præfectus Cohortis, A Captain of a Company.
Præfectus Claſſis, An Admiral of a Fleet.
Præfectus rei Maritimæ, The Great Admiral.
Præſtonam, The Town of Preſtoun.
Præſtonius, The Sirname of Preſton.
Perthum, Town of Perth, or St. Johnſtoun.
Proficua, Profits of Lands, &c.
Pro tanto, For ſo much.
Proventus & Annus Domini, The Crop and Year of God.
Pro ut de Jure, As Law will, according to Law, &c.
Privatum Sigillum, The Privy Seal.
Polentarius, A Malt-man.
Pomarium, An Orchyard.
Purpreſtura, Uſurping or Moleſting the Superiors Lands, &c.
Pontifex, A Biſhop.
Pontifex maximus, The Pope.
Pro Rex, *Pro Rege*, A Vice-Roy, Regent or Governour.

Q.

Quadriginta ſolidata terra, A Fourty-Shilling Land.
Quarta pars Peccæ, A Fourth Part of Meaſure.
Querceum, An Oaken-Wood.
Quietè, Quietly Poſſeſſed without Trouble.
Querela, Quarrels, Debates. &c.
Quæſtor, A Theſaurer or Treaſurer.
Quæſtor rerum Capitalium, Lord Juſtice-General.

R.

Rex, A King.
Regina, A Queen.
Regalitas, A Regality with Power of Pit and Gallows.
Relevium, Relief by a Vaſſal to his Superior.
Reddendo, Reſtoring or Paying again, Rent.
Recognitio, Recognition, or Re-owning of Lands.
Reductio, Reduction or Recalling of Rights.
Rentale, A Rental of Lands.
Rentalarius, A Rentaller or Kindly Tennent.
Retornatus, A Retour or Return of one Served Heir.
Requiſitio, Requiſition or Requiring Payment.

Reverſo,

Reverſio, Reverſion or Return.
Rivulus, A Brook or Burn.
Robboria, Robbery.
Renfroa, Town of Renfrew near Glaſgow.
Roſburgum, Roxburgh in Tiviotdale.
Roſſaia vel Rotheſaia, Caſtle and Town in the Iſle of Bute.
Roſſelinum vel Roſlinum, Roſline in Lothian.
Roſſia, The Country of Roſs.
Ramiſæus, Sirname of Ramſay.
Reidus, Sirname of Reid.
Roſſius, Sirname of Roſs.
Roſſienſis Comes, Earl of Roſs
Rotheſaius, Duke of Rotheſay in Bute.
Rothuſius, Earl of Rotheſs.
Ruvenus, Ruven or Ruthven.
Reſtio, A Rope-maker.
Rotiſex, A Wheel-wright.
Ruſſelius, Ruſſel.

S.

SAlvo Jure Cujuſlibet, Saving the Right of every one.
Saſitus, Seated or Inſeft.
Status & Saſina, State and Seaſin.
Saſina, An Inſtrument of Seaſin or Inſeftment.
Saliga, Rye Grain.
Scaccarium, The Exchequer.
Scetlandica, Iſland of Shetland.
Scona, The Noble Abbay of Scoon.
Scoti, The Scotſmen from *Scota*, *Pharaohs* Daughter.
Scotia, The Kingdom of *Scotland*.
Skia vel Skianachia, Iſland of Sky.
Spea & Speia, Loch-Spey near Badenoch.
Speus, The River of Spey.
Starlinum, Town of Stirling.
Strabogium, Caſtle and Town of Strathbogy.
Sutherlandia, Country of Southerland.
Scotus, Scot.
Scrimegerius, Scrimger.
Semplius, Semple.
Setonius, Seaton.
Sinclarus, Sinclar.
Somervallius, Somervel.
Spenſius Spenſe.
Sterlinus, Stirling.

Strathanis,

Strathanus, Strachan.
Stuartus, Stuart or Stewart.
Suintonius, Suinton.
Scriba, A Writer.
Semita, A Path.
Servitium, Service by Vaſſal to Superior.
Servitium debitum, Ward-Service or Holding.
Seneſcallus, A Steward.
Seneſcallatus, A Stewartry.
Stagnum, A Stank or Fiſh-Pond.
Slamationis litera, Letters of Slaines.
Signatura, A Signature, or any Writ ſigned.
Signetum, The Kings Signet.
Secretum Conſilium, The Secret Counſel.
S. D. N. that is, *Supremi Domini noſtri*, Our Soveraign Lord (the King.
Summitio, An Summouds, Charge or Warning.
Summula Contractus, A Minut of Contract.
Sculptor, A Carver.
Stannarius, A Peutherer.
Serici Textor, A Silk-Weaver.
Syringator, A Trunk-Maker.
Sutor, A Shoe-Maker or Suter.
September Septembris, Month of *September* 30 Days.
Sylva, A Wood.
Sylva cædua, A Wood that may be cut.
Seriandus, Serjents or Officers of Court or Burgh.

T.

Tantallo, The Caſtle of Tantallo near Dumbar.
Teviota, Teviot-dale or Tevi-dale.
Tevistus, The River Teviot.
Tillibardinum, Tillibardin in Pearthſhire.
Tweda, The River Tweed.
Tweda, The Country of Tweddale.
Tutela, Tutery or Waird of ſuch Minors.
Taitus, Taite Sirname.
Trallius, Traill.
Tenens, A Tennent.
Tenenda, A Tenendry of Land.
Tenementum, A Tenement of Land.
Terminus, A Term, or ſpecial time for doing any thing.
Tenſiorum oſtenſio, Showing of Holdings.
Teſtimonium magni ſigilli, The Quarter-Seal.

Triticum,

Triticum, Wheat-Grain:
Tofta, Tofts, Old Walls, Steeds where Houſes ſtood:
Turbaria, A place where Turves are digged:
Turralium, A Kiln where Corns are dryed:

V.

Vacca, A Cow:
Vadium, A Pledge or Wedd:
Varda, The Ward, Gard, or keeping of a Minor Vaſſal:
Vaſſallus, A Vaſſal or inferior perſon to the Superior:
Via, A Way:
Vetus, old:
Vir, A Man:
Veſtitus, Veſt or Inveſt, Clothed with Poſſeſſion:
Vellurium, A Turnpick or Turning-Stair:
Vallas, Sirname of Wallas:
Viniramus, Windrame Sirname:
Venella, A Vennal or Wynd, Cloſs:
Venatio, Hunting:
Vicarius, A Vicear, one ſupplying anothers place:
Vicaria, A Vicearage or Eccleſiaſtical Benefice:
Vicecomes, A Viſcount, alſo a Sheriff:
Vicecomitiſſa, A Viſcounteſs:
Vicecomitatus, A Sheriffdom:
Vitalis redditus, Liferent or Yearly Return:
Villicus, A Farmer, Tennent:
Villanus, A Country-man under a Maſter:
Vitrarius, A Glaſier:
Vitrearius, A Glaſs Maker:
Videlicet, that is, to wit:
Vidua, A Widow Woman:
Vinaria, A Wine-Seller:
Vinarius, A Vintner or Taverner:
Vicus Botharum, The Butth-Row, or Lucken-bulths:

U: and W: Z.

Uſufructuarius, A Liferenter-man:
Uſufructuaria, A Liferentrix-woman:
Uſtrina, A Kiln:
Uti congruit vel convenit, as effeirs:
Warrantizare, To warrand:
Warrantarius, The Warranter or warranted:
Zeviota, Chiviot-Hills in Middle-Marches:
Zetlandica Inſula, Iſles of Scetland.

FINIS.